



Acton Community Center, Inc
dba Theatre III
19 Captain Brown's Lane
Acton, MA 01720

RECEIVED

November 15, 2010

NOV 15 2010

Community Preservation Committee
Planning Department, Town of Acton
472 Main Street
Acton, MA 01720

Town of Acton
Planning Department

Ladies and Gentlemen of the Committee:

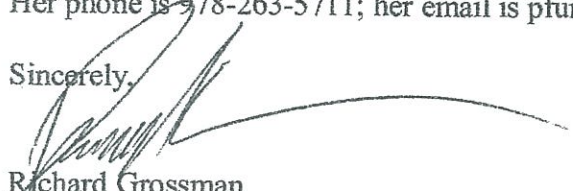
Enclosed are fifteen copies of an application requesting Community Preservation funding for restoration of the exterior envelope at Theatre III, 250 Central Street, West Acton, owned by the Acton Community Center, Inc.

The proposed project recommends funding for restoration of those integral and endangered elements original to the 1868 building, including exterior walls, gothic steeple, granite foundation, doors, decorative trim, roof trusses and removal of non-historic windows. This request encompasses the first phase of an overall restoration plan that will bring this historic building back to its original exterior condition and eventually provide full access for members of the community. Thanks to the grant received in 2010 we now have a complete plan for these projects which can be staged in a logical sequence and in a more affordable and timely fashion.

The application includes a request for funding approximately 90% of the proposed cost of this project, based on a professional quote for services. Theatre III will assume the remaining 10% of the costs of the project. We will cover these costs from existing, but limited, reserve funds as well as several fund-raising activities throughout the year.

We hope that you will give this application your consideration. We would be very happy to provide you with additional information or to answer any questions you might have regarding this proposal. Our contact for information concerning this application is Pamela Furnace. She can be reached at 233 Old Beaverbrook Road, Acton, MA 01718. Her phone is 978-263-5711; her email is pfurnace@aol.com.

Sincerely,


Richard Grossman
President, Theatre III

PROJECT APPLICATION FORM – 2010

Applicant: Acton Community Center, Inc. (dba Theatre III)

Submission Date: November 15, 2010

Applicant's Address, Phone Number and Email

Physical Address: 250 Central St., Acton, MA
01720

Mailing Address: 19 Capt. Brown's Lane,
Acton, MA 01720

Contact for Grant Application:
Pamela Furnace
233 Old Beaverbrook Rd.
Acton, MA 01718
978-263-5711

Purpose: (Please select all that apply)

☐ Open Space

☐ Community Housing

☒ Historic Preservation

☐ Recreation

Town Committee (if applicable): Community Preservation Committee

Project Name: Restoration of Exterior Building Envelope

Project Location/Address: 250 Central St., West Acton, MA 01720

Amount Requested: \$229,500

Project Summary: In the space below, provide a brief summary of the project.

Based on recommendations of a historic preservation survey conducted by Gorman, Richardson, Lewis Architect in 2010, this project represents Phase 1 of restoration of this historic building. The primary need is immediate restoration and rehabilitation of the exterior envelope of the building. This work will include

- repair of rotting wood on the exterior due to water and insect damage,
- removal of 6 non-historic windows,
- restoration of the exterior façade,
- replacement of existing steel doors with historically accurate wooden doors,
- pointing and sealing of foundation to prevent further water and animal intrusion,
- repair of the steeple including replacement of flashing and roofing,
- restoration of decorative wood trim as needed,
- removal of the non-functional chimney and restoration of façade, roof and flashing at that location,
- reinforcement of roof trusses to prevent further bowing of exterior walls, and
- painting of exterior walls.

The result of this work will be to create a weather-tight façade which will endure and which can be maintained in the future at a significantly lower cost. Future phases of the building restoration are dependent upon a structurally sound and weather tight building. Future work will include installation of new mechanical elements, new septic and plumbing and modifications to allow for complete accessibility to the building under ADA guidelines.

This property is currently owned by the Acton Community Center, Inc., which does business as Theatre III.

Estimated Date for Commencement of Project: May 2011

Estimated Date for Completion of Project: December 2011

PROJECT NARRATIVE

Project Description

The proposed project will restore the exterior envelope of the former Universalist Church, 250 Central Street, West Acton. This building is currently owned by the Acton Community Center Incorporated, known as Theatre III.

Thanks to the generosity of the Community Preservation Committee in 2009, Theatre III contracted with Gorman Richardson Lewis Architects (GRLA) to complete a survey of the current conditions of the building and to outline a complete plan for restoration and rehabilitation of the building. (See Exhibit 2.) This plan also includes changes necessary to meet the requirements of the American with Disabilities Act as well as improvements to the other mechanical elements.

The overall plan from GRLA is quite ambitious in both scope and cost. Out of necessity we must split this into several smaller stages. This will allow us to raise funds and complete the work without disrupting normal show schedules (which provide our main source of funding) and other ongoing activities in the building. The first phase will be to secure the building envelope, restoring and rehabilitating it to prevent further deterioration and to return it to historical accuracy. Subsequent phases will repair the plumbing and septic, HVAC and electrical systems, provide handicapped access with installation of an elevator and accessible restrooms, and upgrade the front landscaping to make the relationship between building and street more accessible and historically accurate. Funding for these phases of the project are not requested at this time.

Overall Work Plan

Phase 1 of the overall restoration plan is aimed primarily at securing the basic structure of the building. This will include bracing of roof trusses and tie rods to prevent further bowing of side walls and restoration of the exterior foundation walls. Non-historic features such as 6 small windows in the lower level and steel doors will be removed and replaced with historically accurate pieces. The steeple will be restored to prevent further deterioration and water intrusion into the interior. Rotted clapboards and architectural details will be restored and repaired. The overall result will be a building that is water-tight, structurally sound and historically accurate.

Background of 250 Central Street

The property at 250 Central Street, West Acton, was built in 1868 by the West Society of the Universalists in Acton. It was the second church built in West Acton, following the West Acton Baptist Church. With its location on Central Street the church was a major landmark in the West Acton Village.

The Universalist Church shows the influence of the Gothic Revival and Italianate styles of rural church design in the 1850-1860 period. The basic design is in keeping with classical tradition, a rectangular block with pitched roof and frontal tower. The octagonal belfry is topped by a tall spire of Gothic design. The foundation is granite; wide corner boards articulate the corners of the main block. The windows flank the central tower and line the nave. The double pointed upper windows with quatrefoil ornament are Gothic

details, with Italianate influences. An addition was added to the rear in later years to provide a kitchen.

In 1876 Reverend Edwin Davis formally organized into the West Acton Universalist Church. The building served as an active church in the West Acton community and housed the West Acton Library from 1892-1894.

In December 1925, Arthur Blanchard, George Mead and George Wright purchased the building from the Universalist Church, deeding it free and clear to the West Acton Women's Club, which had been founded in 1896. The Women's Club added a large stage and dressing room to the addition at the rear of the building, which they used for dramatic presentations by the Littleton Players and other groups.

In October 1955 the building was sold to the Acton Community Center, Inc. for \$500. The Community Center supported a number of activities for the citizens of Acton including a nursery school, dog obedience training, afternoon children's movies, adult education classes and various community meetings. Three groups used the building on a regular basis for rehearsals and performances: Little Theatre Workshop, the Acton Chorus, and the Acton Dance Club. These three groups began to collaborate on productions and eventually formed Theatre III, which is now the sole occupant of the building.

Theatre III is now in its 55th season of providing reasonably priced entertainment to Acton and the surrounding community. Theatre III produces at least three shows each year from September through May, along with other, fund raising events and workshops on theatre arts.

Benefit to the Town of Acton and Its Citizens

A stated goal of the West Acton Village Plan is to preserve historic buildings within West Acton Village. "West Acton Village is a relatively small clustered settlement dominated by older homes and structures generally situated on small, narrow lots.

The extent and variety of land uses within West Acton Village are among the strongest determinants of the village's character; therefore preservation of village character is largely dependent on them." The plan also recommends that we "promote the use of cultural resources within West Acton Village such as the Citizen's Library and Theatre III." Another goal of the West Acton Village Plan is "to improve the appearance of the village," which includes as an objective "the maintenance and simple repair of the exterior of buildings and structures within the village."

Theatre III is part of the historic inventory for the West Acton Historic District. The building has been a centerpiece of the West Acton community since 1868. A significant proportion of Acton residents have attended some meeting, class or theatrical production here. The building is an anchor in the community, a landmark in the village and a major link to Acton's past. If we are to preserve this past, we must take action now to preserve the structure through careful restoration and preservation. Theatre III is but the current steward of this history. With careful preservation and loving care, the building can live on for other groups and other purposes in future years.

Scope of Work

This proposal represents phase 1 of the overall project as outlined by Gorman Richardson Lewis Architects. The GRLA proposed overall plan has been broken up into phases which can be completed in sequence to allow for staging of work in a logical order and securing funding. (The entire plan from GRLA, outlining the full scope of all projects, is included as Exhibit 2.)

Phase 1 of this project will address numerous issues with the building envelope. These problems and their remedies include:

- Water and animals have intruded through the foundation walls into the crawl space. (Photos 1-1 through 1-4) The foundations will be sealed and properly vented. Asphalt along the north façade will be removed and drainage for water from the roof will be inserted. A retaining wall and drainage will be built up along the south façade where the foundation is currently filled with loose rocks and rubble.
- Many areas of clapboards are rotted and damaged from water and insects. (Photos 2-1 through 2-4) Damaged clapboards will be replaced and sealed.
- Temporary repairs done in the fall of 2009 to provide immediate relief from water intrusion will be replaced with the correct wood trim, milled to match existing details. (Photos 3-1 and 3-2)
- Sections of architectural decorative woodwork are rotten or broken. (See Photos 4-1 through 4-3). These pieces will be recreated and repaired to match existing detail.
- The current steel doors are not historic and are rusting (Photo 5-1). The doors will be replaced with historically appropriate wooden doors that meet safety standards and which provide necessary insulation.
- The base of the steeple is rotting and full of holes and the roof of the steeple has many broken shingles. Flashing around the steeple is leaking, causing water damage on the interior (Photos 6-1 through 6-3). All rotted wood will be replaced, flashing will be replaced and the steeple-to-roof junction will be made watertight.
- There are some shingles on the main roof which are broken as well. Broken shingles will be replaced and flashing repaired as needed.
- The brick chimney is non-functional and is in danger of collapse. (Photos 7-1 and 7-2) The chimney will be removed to the roof level of the attached mechanical room and clap boards will be inserted to fill in the space
- Six windows on the lower level are not historic and should be removed (Photo s8-1 and 8-2). The space from the windows will be framed in and walls built in the holes. Clapboards will be installed to match the exterior.
- The truss supports above the main auditorium need to be reinforced to prevent additional bowing of the side walls. (Photo available in report from Gorman Richardson Lewis Architects report at Exhibit 2.)

- Existing paint will be removed in preparation for painting of the entire exterior. We assume that some degree of lead paint currently exists on the exterior and lead abatement procedures must be used to insure proper environmental care in painting preparation.

The list of items to be restored in this phase of the overall project does seem extensive. We have included all these items in this phase because they all involve, in some way, the structural integrity of the building. It also makes sense to complete all actions which would affect the exterior envelope at the same time so that we do not need to redo clapboarding, painting, flashing and decorative work in subsequent phases. Phase 1 of the overall project is intended to insure the integrity of the building itself prior to beginning accessibility and mechanical renovations.

Site Control

The applicant, Acton Community Center, Incorporated is the owner of the property. A copy of the deed is in Exhibit 1.

Members of Theatre III will retain overall site control and will make final decisions on all aspects of the work. However, because this project requires design and architectural expertise, we plan to engage the services of Gorman Richardson Lewis Architects for planning and coordination of contractors, supplies and completion. Design fees for this have been included in the proposal budget.

We will use various contractors as the scope and expertise is beyond that available from Theatre III members. We will use one general contractor to oversee the day-to-day work on the project.

Theatre III, through the general contractor and/or GRLA, will obtain all necessary permits from the Town of Acton as well as clearance from local and state historic commissions. Where necessary, agreements from abettors will also be obtained by Theatre III.

Cost Estimate and Funding

Theatre III is prepared to cover 10% of the estimated cost of this project. Our portion of the project will be covered from targeted fund raising events, two of which have already been scheduled.

See Exhibit 2, for the overall estimate provided in the GRLA study. Preliminary discussions with the contractor who made the temporary repairs in 2009 indicates that these figures are generally accurate. However, we will solicit bids on the project before beginning work to insure that we are working as economically as possible while still meeting quality standards.

We project the total cost for this work to be \$255,070. Therefore, our request is for \$229,500, with Theatre III assuming \$25,570. This projected cost includes a contingency amount to cover unforeseen problems related to this work, as well as design, architectural and engineering fees. Both GRLA and Theatre III are committed to keeping costs within or below these guidelines.

Feasibility

As the current stewards of this historic site, Theatre III has worked diligently to maintain the building and property within the limited budget of a non-profit organization. A new roof was added within the last 15 years and exterior walls were painted, one per year, on a regular cycle up until 4 years ago. A new heating system and wall insulation was added 4 years ago in order to ameliorate ever increasing utility costs.

The building is part of the historic inventory for the West Acton Historic District. As such, it falls under the purview of the Acton Historical District Commission. We have already begun consultations with the HDC on the proposed plans and we will continue to work closely with them to insure that all changes meet the guidelines of the historic district and that all necessary permits from them are obtained prior to starting work. A letter of support from HDC is included in Exhibit 1.

We will work with the designers, contractors and Acton town staff to obtain any necessary permits. We do not anticipate any zoning issues but we are prepared to meet zoning requirements if necessary.

Exhibits

1. Assessor's map of property, map of West Acton Historic District, West Acton Historic District Property Inventory Listing, deed, letter of support from the Acton HDC
2. Gorman Richardson Lewis Architects 2010 building assessment and restoration plan, and project estimate from GLRA, project estimate. Note: The complete GLRA report is available on a CD accompanying this request and printed copies are being provided to the planning department as completion of the prior grant for the building survey. In the interest of space, only the portions regarding building review, project scope and costs for Phase 1 have been included in the printed copies.
3. Current Preservation Restriction Agreement
4. Photographs documenting current conditions



TOWN OF ACTON
HISTORIC DISTRICT COMMISSION
472 MAIN STREET
ACTON, MASSACHUSETTS, 01720
hdc@acton-ma.gov

27 October 2010
Re: Theatre III CPC Application

To Whom It May Concern:

On October 14, 2010 the Acton Historic District Commission (HDC) met with Theatre III representatives and their architect (Gorman, Richardson, Lewis) to discuss the renovation/restoration of their property located at 250 Central Street. Several weeks earlier one of the HDC's architect members, acting as the committee's liaison, had met informally with the same group. After review of the project's renovation/restoration scope and phasing plans and discussion among the HDC members, the HDC strongly and enthusiastically endorses Theatre III's application for CPC funding. This endorsement is based on the following:

- Theatre III occupies the second oldest church in West Acton, constructed in 1868 by the West Society of the Universalists in Acton and is a significant West Acton landmark.
- According to the Massachusetts Historical Commission Inventory Sheet C-303, the building "exemplifies the influence of the Gothic Revival and Italianate styles on rural church design during the 1850s and 1860s."
- Renovation/restoration of this building, in conjunction with the former West Acton Fire Station at 18 Windsor Ave. (also under renovation) will further enhance the West Acton Historic District.
- Theatre III has clearly recognized its stewardship responsibilities for this landmark by engaging a reputable architectural firm to undertake a comprehensive survey of the existing conditions, identify the programmatic and architectural opportunities and establish a straightforward and realistic phasing plan to accomplish the work.
- After completing a high quality window restoration effort, Theatre III has wisely decided the following are paramount priorities: weather-tightness of the exterior envelope of the building, retention and restoration of its historic features and a vastly improved relationship between the building's front façade and the street through enhanced landscaping.
- Lastly, Theatre III engages Acton citizens and the general public. An engagement that helps promote and enhance West Acton Village's vitality. A renovated and restored Theatre III building will ensure this vitality for future generations.

The HDC hopes the CPC will agree with our opinion and fund this important project.

Sincerely,

Kathy Acerbo-Bachmann
Chair, Historic District Commission
CC: Community Preservation Committee, Board of Selectmen, Historical Commission, Planning Department,
Building Department, Town Clerk

West Acton Historic District



250 Central
Theatre III

Local Historic District
Map of the
Town of Acton,
Sheet 3 - 1990

Adopted: Nov. 28, 1990
Effective:

Buildings

Stone Walls

Streets

Private Ways

Lot Lines

West Acton
Local
Historic
District
Boundary



Scale
1" = 350'

Town of Acton
Planning Department
1992

250 Central St
West Acton



BOSTON & MAINE R.R.

OPERATED BY THE
FITCHBURG R.R. CO.

TOWN of A

WILSON & MCCABE
COUNSELLORS AT LAW
32 NASON STREET
MAYNARD

TELEPHONE 996

PHILIP A. WILSON
TELEPHONE MAYNARD 720

RICHARD S. MCCABE
TELEPHONE ACTON 3-4167

October 31, 1955

Mrs. Stafford P. Sweatt
27 Nashoba Road
West Acton, Massachusetts

Dear Mrs. Sweatt:

The deed was recorded this morning. I enclose
herewith:

- (a) A check of the Community Center for \$500
- (b) The Covenant of the Community Center and a copy
of the Vote authorizing its execution.
- (c) Miscellaneous insurance policies which should be
cancelled by you immediately and your Club will
be entitled to a refund of the premium for the
unexpired portion.

Yours very truly,

WILSON & MCCABE

By:

R. McCabe

enc.

C O V E N A N T

For and in consideration of the conveyance to Acton Community Center, Inc. by the West Acton Women's Club, Inc. of the real estate in West Acton known as the West Acton Women's Club for a nominal price, Acton Community Center, Inc. hereby covenants and agrees:

1. That the West Acton Women's Club, Inc. or any club or association it may merge with, shall have the right to use the Community Center clubhouse, including heat and utilities, free of charge for its regular monthly meetings and for four other club events annually so long as these latter do not conflict with the established program and policies of the Community Center.
2. That if Acton Community Center, Inc. ceases to function in accordance with its Charter for a period of four months, Acton Women's Club, Inc. shall have the right to purchase back the clubhouse and land for \$500 plus the cost of such improvements as have been made and paid for, minus a reasonable amount for depreciation. This clause shall be effective for only three years from the date of this Covenant.
3. That in the event Acton Community Center, Inc. decides to sell the clubhouse and land, it will first offer said property to West Acton Women's Club, Inc. This offer shall be in writing and shall remain open for thirty days from the date of the offer.

In witness whereof, Acton Community Center, Inc., by its duly appointed property committee, hereunto affixes its corporate seal, this twentieth day of October, 1955.

ACTON COMMUNITY CENTER, INC.

Wanda M. Bean

Robert T. Lund

Property Committee

West Acton Women's Club, Inc.,

OCT 31-55 AM 09:30 C61RE**

a corporation duly established under the laws of the Commonwealth of Massachusetts,
and having its usual place of business at Acton

Middlesex County, Massachusetts, for consideration paid,
grants to Acton Community Center, Inc., a Corporation duly organized
under the laws of this Commonwealth,

of said Acton,

with quitclaim covenants

all its right, title and interest in and to

the land with the buildings thereon situated in that part of Acton,
called West Acton and being more particularly bounded and described

as follows:

[Description and encumbrances, if any]

Beginning at the southeasterly corner of the granted premises
at the junction of the westerly line of Central Street and the northerly
line of Church Street and running NORTH $69^{\circ} 15'$ WEST by said line of
Church Street, one hundred sixty-one and $5/10$ (161.5) feet; thence
turning and running NORTH $20^{\circ} 21'$ EAST, eighty-three and $75/100$ (83.75)
feet; thence turning and running SOUTH $68^{\circ} 11'$ EAST one hundred sixty
and $5/10$ (160.5) feet to the westerly line of Central Street; thence
turning and running SOUTH $19^{\circ} 39'$ WEST by said line, eighty-one and
 $25/100$ (81.25) feet to the point of beginning.

Being a portion of the premises conveyed to the grantor
by deed of George V. Mead, Arthur F. Blanchard and George S. Wright,
dated October 27, 1925 and recorded with Middlesex South District
Deeds, Book 4908, Page 242.

Excerpt from Records of West Acton Women's Club, Inc.

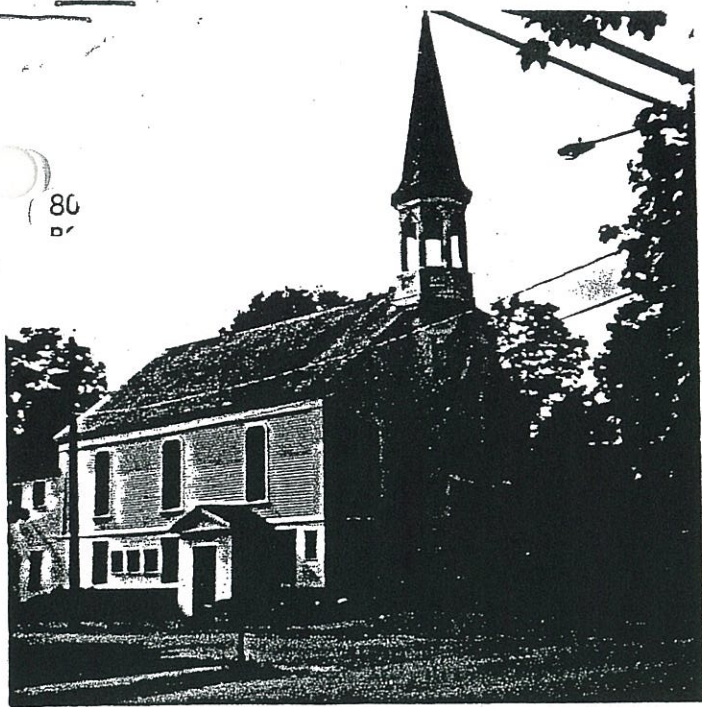
A special meeting of the WEST ACTON WOMEN'S CLUB, INC. duly convened, was held at the Clubhouse in West Acton on June 3, 1955 with thirty-seven (37) members present. The meeting was called to consider the sale of the Clubhouse with the land appurtenant thereto.

Upon motion of Mrs. Bursaw, duly seconded, it was unanimously

VOTED: To sell the Clubhouse and the land appurtenant thereto at the northwesterly corner of Church and Central Streets in West Acton for use as a community center for Five Hundred (\$500) Dollars and an independent covenant and in accordance with the By-Laws to authorize the Finance Committee consisting of Olive E. Sweatt, Ruth P. Bailey and Janis Banquer, ~~be authorized~~ to execute and deliver a deed of the aforementioned property for and in the name of West Acton Women's Club, Inc. to Acton Community Center, Inc. when formally incorporated.

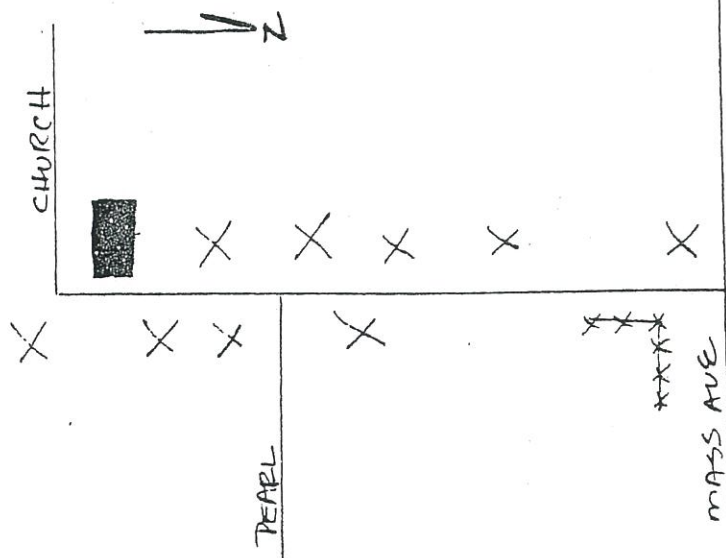
A True Copy, Attest:

Marian Seller
Recording Secretary



Sketch Map: Draw map showing property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection(s). Indicate north

F-2B-10



UTM REFERENCE _____

USGS QUADRANGLE _____

SCALE _____

AREA

C

FORM NO.

303

Town Acton

Address 250 Central Street

Historic Name West Acton Universalist

Church

Use: Present theater

Original church

DESCRIPTION

Date 1868

Source Phalen

Style Gothic Revival

Architect unknown

Exterior Wall Fabric clapboards

Outbuildings none

Major Alterations (with dates) _____

rear addition (early 20th c)

Condition Good

Moved no Date _____

Acreage less than one acre

Setting On a residential street, adjacent to West Acton village, among a row of houses built between 1840 and 1900.

Recorded by Schuler and Johnson/A. Dods

Organization Acton Historical Commission

Date May 1990

Inventory Form Continuation Sheet

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, Boston

Community: ACTON	Form No: C-303
Property Name: 250 Central Street	

Indicate each item on inventory form which is being continued below.

250 CENTRAL STREET / HISTORICAL DESCRIPTION:

This church was built in 1868 by the West Society of the Universalists in Acton. The West Acton Universalist Church was the second church built in West Acton. It followed the construction of the West Acton Baptist Church in 1854 (see 592 Central). This building served as a church until 1925 when it was purchased and donated to the West Acton Women's Club. The church is now used as a local stage theater.

The first Universalist Society of Acton was formed, with eleven members, in 1816. Legally incorporated in 1821, with fifty paying members, the Society met in private dwellings in the 1820s. In the late 1830s, the Universalists worshipped in the First Parish Church in Acton Center. During the late 1850s, Universalist societies gathered in West and South Acton. The West Acton Universalists met in Robinson's Hall, later Grand Army Hall (demolished). In 1868 the West Acton society built the church at 250 Central. Reverend Edwin Davis headed both societies from 1864 to 1871. He was followed by Reverend I.C. Knowlton, who lived next door at 249 Central (see form) and was pastor to both societies from 1875-1892. In 1876, a group of thirty persons was formally organized into the West Acton Universalist Church.

By 1925, the church was no longer used for religious purposes. It was purchased the same year by Arthur Blanchard (see 56 Windsor), George C. Wright (see 615 Mass Ave), and George V. Mead (see 568-576 Mass Ave), who gave the property to the West Acton Women's Club begun by Mrs. Lucy Mead in 1890 (see 264 Central). In the 1950s, the Church was used as a community center with the first adult education program in Acton. It currently houses a local theater.

Central Street was known, before 1735, as the "Road from Concord to Stow" then by 1766 as the "County Road." Close to the village center, Central Street was settled with modest mid-century houses erected after the 1845 arrival of the railroad. In the latter decades of the 19th century, development on Central Street extended further south along the road and included larger dwellings. Unlike the high style houses built on Windsor Avenue, most of the houses on Central were simply designed. During this period, West Acton's manufacturies included the Hall Brothers Pail and Churn Factory, nearby on Central (230-236), the Knowlton Cigar Factory (525 Mass Ave), E.C. Parker and Co. grain and grist mills (see 239 Arlington), and others.

AY FORM CONTINUATION SHEET

USETTS HISTORICAL COMMISSION
of the Secretary, Boston

Community: ACTON	Form No: C-303
Property Name: 250 Central Street	

ate each item on inventory form which is being continued below.

50 CENTRAL STREET / ARCHITECTURAL DESCRIPTION:

The Universalist Church at 250 Central Street exemplifies the influence of the Gothic Revival and Italianate styles on rural church design during the 1850s and 1860s. Although a two story addition has been added to the rear of the building, the church is very well preserved.

The basic design is in keeping with the classical tradition of 18th and early 19th century American churches, i.e. a rectangular block with a pitched roof and a frontal tower. Here, however the hipped roof tower has a rounded form, and the octagonal belfry is topped by a tall spire, indicating the use of Gothic forms. The building has a granite foundation. The side walls are clad in clapboards at the upper stories, with "rusticated" wood (made to look like stone) below. Wood flushboard on the front facade and tower is also intended to imitate stone. Wide unadorned corner boards articulate the corners of the main block. Windows flank the central tower and three line the nave. Predominately a Gothic Revival design, Gothic details include the double pointed arch windows with quatrefoil ornament, buttresses and pointed arch panels on the tower, and pointed arch paneled openings in the belfry. Italianate influences are seen in the windows lining the nave, the rusticated base, the corbel table at the eave, and the paneled base of the belfry. A small pedimented entry porch projects from the north side of the church.

West Acton's churches include this Gothic Revival style building, the Italianate style West Acton Baptist Church, built in 1854 (see 592 Mass Ave), and English Parish style, St. Elizabeth of Hungary, built in 1913 (see 543 Mass Ave).

THEATRE III, ACTON MA**Executive Summary**

For its age and lack of a comprehensive maintenance plan the home of Theatre III is in adequate condition. This report outlines the current condition of the building envelope, the structure, and the Mechanical, Electrical and Life Safety Systems. Recommended changes follow each analysis.

A Preliminary Project Construction Cost Estimate lists alterations to the building by trade and related cost. The Project can be broken into 4 phases as per level of need and for funding purposes. Phase 1 mainly deals with work related to the exterior with an emphasis on the building envelope repairs which were implemented on a temporary basis and removal of non-historic windows. Other exterior work is covered under phase 2 and includes AAB access to the main entry, a new septic system. The third phase handles the fire protection improvements, structural, and interior ADA improvements, including the new elevator and related electrical service upgrade and ADA accessible toilet rooms. The fourth phase covers the remaining work, mainly the mechanical and electrical improvements.

All systems require some level of upgrade from simple upgrades such as replacement of rusting doors to more comprehensive upgrades such as new electrical and fire suppression systems. Most of the exterior cladding needs some level of repair from simple repainting to replacement of historic details and flashings. Some areas need an entirely new flashing system. The structure is mostly whole and functioning, however some stabilization work is required in the attic to prevent the exterior walls from continuing to bow. The mechanical system is undersized and does not provide client requested cooling. A fire protection sprinkler system, as required by code is proposed.

The type and amount of work done will trigger code required access to all publically used spaces in the building. Proposed plans incorporate ADA access at the main entry as well as to the auditorium and toilet rooms. Steps at the main entry are replaced with sloped ramps and landscaping. An elevator with multiple stops transports audience members from the main entry down to the lobby and new accessible toilet rooms or up to the auditorium. New toilet rooms accommodate the code required amount of fixtures.

All told, this is a most ambitious project. GRLA suggests a phased work plan is the most feasible option.

THEATRE III, ACTON MA

Architectural Analysis

Observed on August 31, 2010

East Façade (front)

1. Peeling wood siding.
2. Inside of front metal door rotten near sill.
3. Wood sill needs paint, but in otherwise fair to good condition.
4. Architectural details (columns, trim, scallops, dentals, etc...) are rotted, in need of general restoration such as patching and painting.
5. Landscaping overgrown at all sides, which could conduct water and insects into the building.
6. Metal utility box on left side is rusting. Use of box to be determined, replace or remove as needed. See photo #5.
7. Mold/algae growth on right side of entry (see photo #6)
8. Previously applied (under the recommendation of this office) temporary white metal flashing and rubber roofing observed covering architectural details. Done to prolong the life of details underneath. Details in need of general restoration such as replacement, patching and painting.
9. ADA: No ADA access at this façade. See steps in photo #7.
10. No gutters observed.
11. Steeple roofing and flashing in general disrepair needs to be reroofed, flashing to be replaced. Parapets and parapet caps leak. Trim at crenulations admits water into building. There is a portion of the steeple that is rotted and has minor structural damage.

North Façade (right)

1. Peeling wood siding especially near foundation. See photo #9.
2. Tree too close to building near fire exit stair.
3. No gutters observed.

-
4. New window sashes do not appear to meet at meeting rails nor close at head, in some cases. See photo #10.
 5. Some damaged/cracked siding boards, see photo #11.
 6. Screen covering window well damaged, could allow rodents into the space behind or into the building. See photo #12.
 7. Flashing under fire exit stair platform not directing water away from building and causing water damage. See photos #13 & #14.
 8. Fire exit stair appears to be in fair structural condition. Clean to view full extent of damage. Flashing is sloppy and directing water TOWARD building rather than away from it.
 9. Exterior of Utility Room: Street side is missing exterior cladding and exposed non-exterior rated underlayment is rotten, roof at intersection with chimney is bulging (see photo #16), old roofing material and flashing not removed when new roof applied may conduct water back into building (see photo #15).
 10. Interior of Utility Room: Ceiling has completely deteriorated, is extremely water damaged and is threatening to damage equipment within the space. Numerous previously used thru-wall penetrations left unsealed or inadequately sealed
 11. Sheathing on underside of new utility roof exposed and water damaged, see photo #27.

West Façade (rear)

1. No gutters observed.
2. Not much sunlight due to tree too close to building, see photos #29 & #32.
3. Damaged wood siding.
4. Damaged wood sills at first floor windows see photo # 33.
5. Strange window well at foundation, see photo #34.
6. Shrubbery too close to building, see photo #35.
7. Rear entry to back stage area offers at-grade ADA access.

Church Street Side Façade

1. In some cases, new window sashes do not appear to meet at meeting rails nor close at head.
2. Peeling paint- appears to be under repair at the time of these observations.
3. Foundation is made of rubble in this area.
4. Strange pipe outlet, see photo #38.

5. Screen covering window well damaged, could allow rodents into the space behind or into the building.
6. Landscaping near front of building is overgrown.
7. Damaged trim near side entry at grade see photo #39.
8. Side entry at or near grade offers potential ADA access.
9. Siding nails rusting see photo #42.

Building Envelope Recommendations

Foundation: Repairs and replacement as needed to foundation systems, repointing as needed. Install vapor barrier and insulate as needed in crawl space. Provide new water management system and sump pump as needed. Owners to consider short and long term implications of investigation and possible replacement of structural bearing of foundation.

Wood siding & simple trim: Test for lead paint; if needed remediate in an appropriate and legal manner; replace and/or repair rotten wood members and sand, patch and paint. All work to be done in a manner compliant with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Remove temporary coverings.

Historic Architectural Trim: Test for lead paint; if needed remediate in an appropriate and legal manner; replace and/or repair rotten wood members and sand, patch and paint. All work to be done in a manner compliant with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Remove temporary coverings.

Exterior Doors: Replace front entry door with a more historically accurate set of doors. Replace door to Mechanical Space with a painted galvanized metal door and frame. Repair, patch & paint all other exterior doors as needed.

Windows: Provide new screening and water management system in existing window wells at foundation. Remove non-historically accurate windows from South and North Elevations. Provide new removable interior storm windows to existing renovated windows (optional).

Roof: Clean and inspect asphalt shingles, repair as needed. Roof is approximately 15 years old. Repair flashing at ridges and valleys as needed.

Existing Exterior Egress Stairs: Remove existing stairway, landing and all related flashings. Reinstall new flashing, landing, and covered stairway.

Steeple: Test for lead paint; if needed remediate in an appropriate and legal manner; replace and/or repair rotten wood members and sand, patch and paint. All work to be done in a manner compliant with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Remove temporary coverings. Repair minor damage to structure. Replace access hatch.

Landscaping: Remove shrubbery and trees that are too large or too close to the building and causing mold/mildew/algae build-up or other water damage. There is at least one instance at each side of the building.

Mechanical Space at North Side: Remove existing roof and ceiling system. Replace with new roof or second level. Remove existing brick chimney. Provide new galvanized painted metal door and frame. Install insulation as needed to provide a continuous insulated wall and roof system. Install a continuous air/water/vapor barrier.

Accessibility: Remove steps up to Front Entry; provide a 1:20 slope ramp. Provide new elevator to access all levels that are open to the public. Renovate the lobby to provide new accessible restrooms. Provide marked accessible parking spaces near side entry.

If a phased work schedule is to be undertaken, Phase 1 - due to its cost- will trigger compliance with 521 CMR Architectural Access Board (AAB). AAB requires all work over \$100,000 to be AAB compliant and an accessible entry and toilet must be provided. Phase 1 also includes work at the entries -which would need to be made accessible. Consider making the side entry accessible in Phase 1, then the main entry accessible in Phase 2 as planned. With the local enforcer's approval, provide an accessible toilet in phase 2 or in phase 3. Another option is filing for a variance for Phase 1 (and Phase 2), either locally or with the Board. This master plan may serve to show enforcers that AAB work is planned in such a way as to not cause undue hardship on Theatre III.

Insulation: Though it is noted that new insulation was blown into the exterior walls relatively recently the extent of existing insulation is not being investigated at this time. Consider a whole building Energy Audit prior to design of new HVAC system.

Parking: Current parking capability does not meet the usage need per town zoning. Currently the paved area in front of the building is cordoned off with yellow tape and cones during a performance and patrons park along the side of the building, on the street and in the parking lot next door behind the fire station. If a formal agreement with the Fire Department for the current shared parking arrangement does not exist, such an agreement should be formalized.



September 23, 2010

Ms. Gwen Erskine
Gorman Richardson Lewis Architects, Inc.
77 Main Street
Hopkinton, MA 01748

Re: Acton Theater II
West Acton, MA

Dear Ms. Erskine:

On September 16, 2010, RRC Engineering visited the referenced building to conduct a structural assessment of some specific portions of the building. Gorman Richardson Lewis requested a review of existing roof truss construction and associated movement at the top of exterior walls, and possible deterioration of wood framing at the lower level, specifically in the toilet areas. We were also requested to observe the existing foundations in the area of the front entry and provide input regarding proposed new construction in that area.

ROOF TRUSSES AND EXTERIOR WALLS

Two different roof framing conditions exist in the building. Over the stage, the roof is conventionally framed with wood rafters and 2x6 ceiling ties at the base of each rafter. Framing over the theater consists of wood rafters supported on wood timbers that run in the longitudinal direction. The wood timbers are supported on three timber trusses that span the width of the building. The bottom chords of the trusses are sloped to match the cathedral ceiling inside the theater. The top chords of the trusses are truncated at approximately 5' above the high point of the bottom chord. Additionally, there are two steel tie rods that extend through the theater space at the height of the top of the exterior walls. The tie rods extend through the exterior walls and are anchored on the outside of the building with nuts and steel plate washers.

RRC Engineering made the following observations:

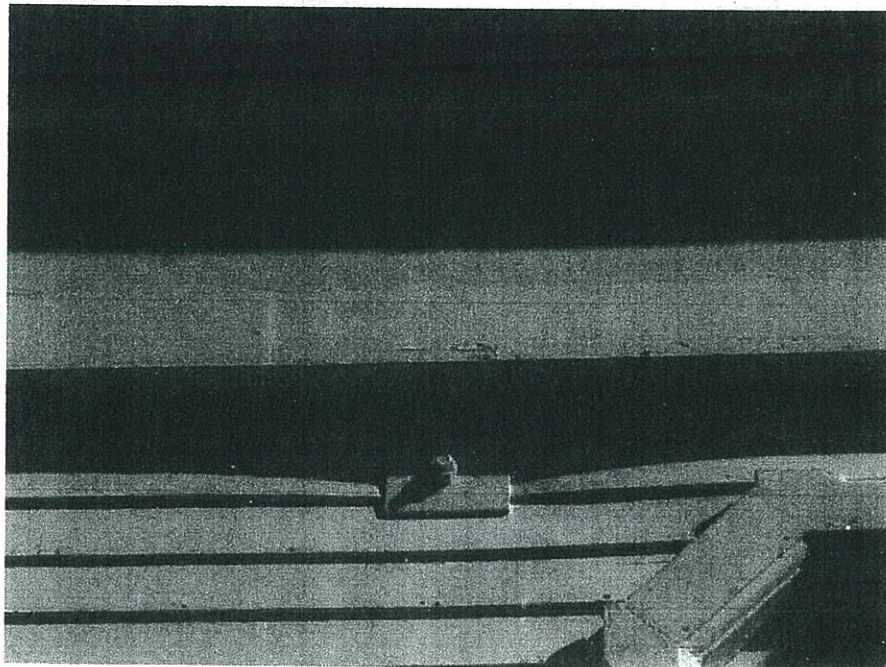
- The top chord of the timber trusses has deflected several inches, likely caused by creep from long term stresses.
- The tops of the exterior walls on the north and south side of the building have bowed several inches outward.
- The steel plate tie rod anchors have crushed the clapboard siding due to excessive forces applied at the anchor plates

Since the bottom chords of the trusses are sloped, the deflection in the top chords of the trusses translates into horizontal movement at the truss bases. The horizontal movement has caused the bowing at the tops of exterior walls. It appears that the tie rods were installed later as an attempt to stop further bowing of the walls; however, the anchorage points may not have been adequately constructed to resist the applied forces.

One possible solution is to reinforce the top chord of the trusses with steel plates or channel sections. This will stabilize the top chords of the trusses and prevent further deflection. Additional tie rods can be installed that are properly anchored to the tops of exterior walls. It should be noted that we would not recommend attempting to bring the exterior walls back into proper alignment, as this may induce large stresses on the structure and potentially cause problems with roofing, finishes, windows, and other building components.



EXISTING TRUSSES OVER THEATER



TIE ROD ANCHORAGE

Ms. Gwen Erskine
Gorman Richardson Lewis Architects, Inc.

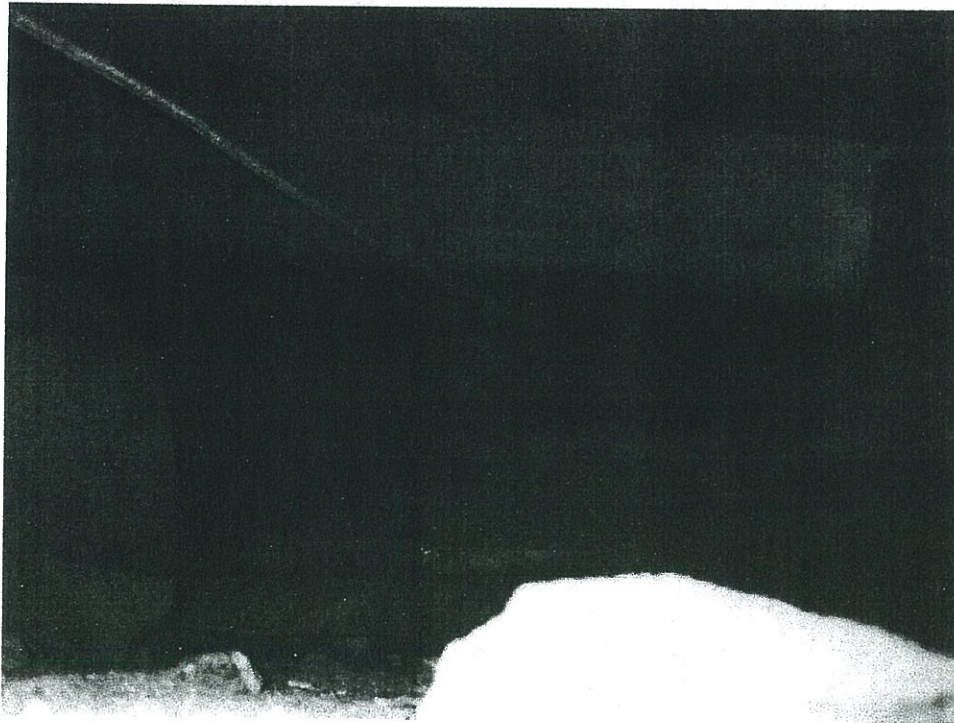
September 23, 2010
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FIRST FLOOR WOOD FRAMING

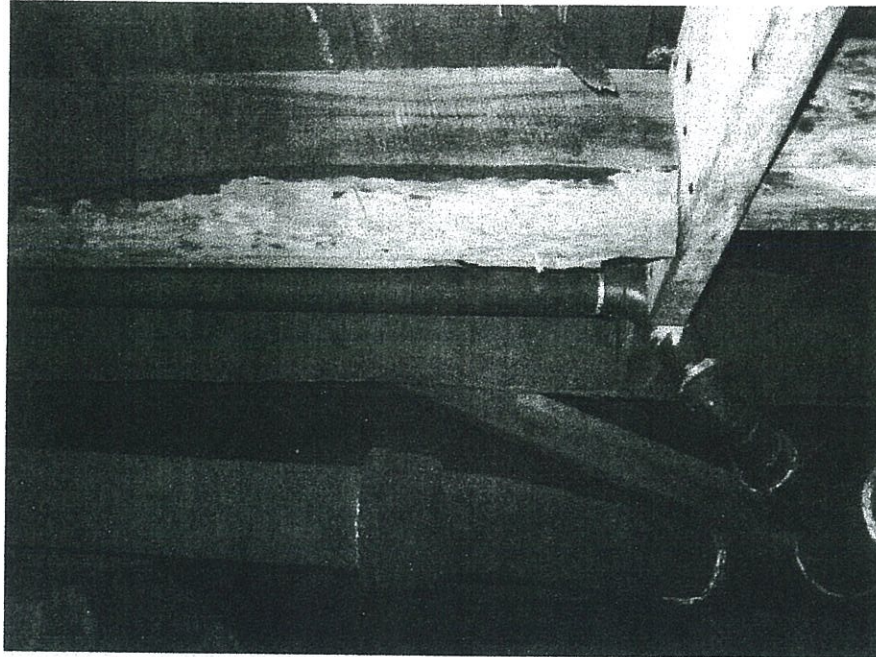
First floor framing generally consists of 2x wood joists spaced at 16" o.c. The joists are supported by wood timber beams that run in the longitudinal building direction. Four lines of beams are present: one immediately adjacent to each exterior foundation wall and two internal lines. The beams are supported on 8x8 wood posts that are set on a stone, which was apparently part of the original building construction. Concrete piers approximately 3' square were installed at a later time and located midway between 8x8 posts at the interior lines of beams only. We did not observe any obvious deteriorated or deficient structural framing under the main floor.

Wood framing beneath the men's and women's restrooms was essentially inaccessible from below. However, from our very limited observations there appeared to be some reconstruction of the floors undertaken in the past. We also observed some deteriorated wood conditions and one location where the end of a joist was unsupported.

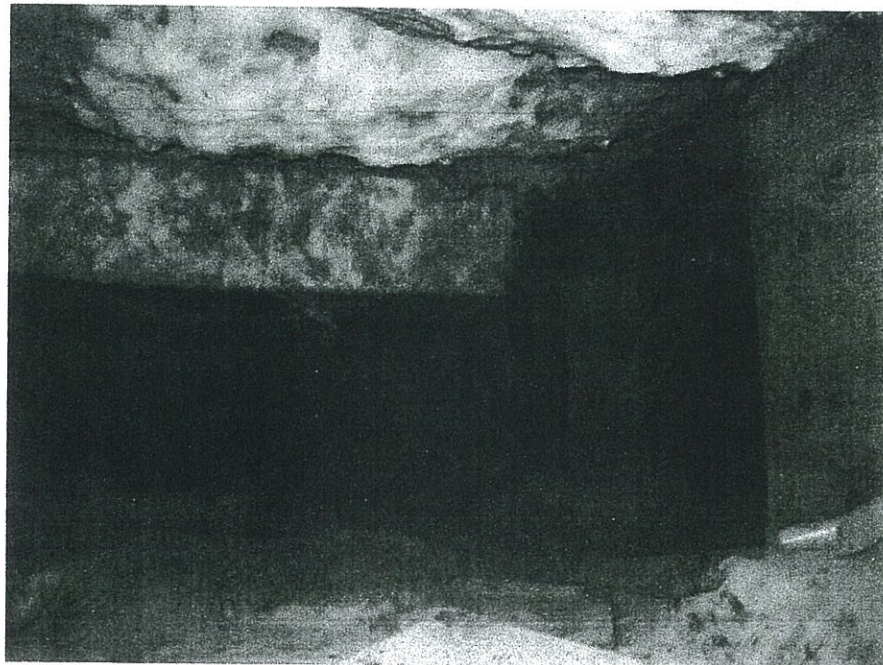
RRC Engineering recommends that, as part of any alterations in the men's and women's rooms, the existing subfloor be removed, any deteriorated wood be replaced, deficient framing conditions be corrected, and a suitable subfloor material reinstalled.



UNSUPPORTED FRAMING BENEATH WOMEN'S ROOM



DETERIORATED FRAMING BENEATH MEN'S ROOM



ORIGINAL WOOD POST ON A STONE AND NEW CONCRETE PIERS

Ms. Gwen Erskine
Gorman Richardson Lewis Architects, Inc.

September 23, 2010
Page 5

FRONT ENTRY CONSTRUCTION

We reviewed Gorman Richardson Lewis' proposed front entry and lobby scheme in relation to the existing structural framing conditions. The proposed scheme includes a new elevator.

The existing floor framing is 2'-3' higher than the dirt floor of the crawl space. Due to the height of the crawl space, construction of the elevator pit would not require a deep excavation that would significantly impact existing foundations. There is one 8x8 wood post in the area of the proposed elevator; however, it could be relocated as part of the reframing around the elevator shaft.



POST IN VICINITY OF PROPOSED ELEVATOR



Ms. Gwen Erskine
Gorman Richardson Lewis Architects, Inc.

September 23, 2010
Page 6

This assessment does not include the entire building but is limited to the above building components as specifically identified by Gorman Richardson Lewis Architects. No numeric calculations or material testing was performed. The comments and opinions included herein are based upon RRC Engineering's experience and judgment.

We hope that this letter report is suitable for your needs at this time. However, if you have any further questions or require further information, please let me know.

Sincerely,
RRC ENGINEERING, LLC

A handwritten signature in black ink, reading "Robert R. Chartrand". The signature is written in a cursive, flowing style.

Robert R. Chartrand, P.E.
Principal



November 1, 2010

Gwen Erskine, Project Manager
Gorman Richardson Lewis Architects, Inc.
77 Main Street
Hopkinton, MA 01748

Reference: Theatre III – Due Diligence Study
West Acton, Massachusetts
F&T Project # 10086.01

Subject: HVAC, Fire Protection and Electrical Existing Conditions and Recommendations

Dear Gwen:

Per your request, we have visited the Theatre III facility in West Acton and reviewed the HVAC, fire protection and electrical existing conditions. Our findings and recommendations are as follows:

General: The existing Theatre III facility is an approximately 6,500 square foot former church located at 250 Central Street in West Acton, Massachusetts. Currently the facility houses a performance hall, and entry lobby and ticket booth, rehearsal spaces, dressing rooms, storage space, men's and women's restrooms, and utility spaces. The seating capacity for performances is 200 people based upon conversations with the owner's staff. The building is of wood construction with operable windows. The building is subject to historic preservation restrictions by both the Commonwealth of Massachusetts and the Town of Acton.

Existing Fire Protection Conditions: The existing building is not served by an automatic sprinkler system. The location of the city water entrance is consistent with the building being fed from a water main buried below Central Street. The presence of a fire hydrant approximately 50 feet to the Northeast of the building suggests the presence of a fire service main below Central Street. A hydrant flow test is required to determine whether the fire service main has sufficient capacity and pressure for a new fire protection service.

Existing HVAC Conditions: The building is served by a pair of twinned gas-fired furnaces located in an equipment room at the Northwest corner of the building. The two furnaces feed into a common duct system and are controlled as a single zone. The two furnaces appear to be 10-15 years old. The furnaces are sealed-combustion high efficiency type. Estimated furnace capacity is 120 MBH each resulting in 37 btu/square foot. 37 btu/square foot is relatively light but likely results in acceptable heating performance most of the time. A system of galvanized steel ductwork distributes warm air to the occupied space. All ventilation is by operable windows. The existing system incorporates no mechanical cooling.

Existing Electrical and Life Safety Conditions: The building is served by two (2) 200 Amp, 120/240 Volt, 1Ph 3W electrical services via a single overhead service drop from an adjacent utility pole. Each service consists of an exterior (SE) service entrance cable drop to a utility meter, with the load side of the utility meter feeding to a panelboard located on the interior of the building. The two services vary in age and it appears that the older service feeds the building loads and the newer service feeds the theatrical lighting system and receptacles. It is worth noting that the existing service configuration is likely a violation of Article 230 of the NEC unless special permission has been granted by the local AHJ.

MECHANICAL / ELECTRICAL ENGINEERS

92 Montvale Avenue, Suite 4100, Stoneham, MA 02180 / Tel: 781-481-0210 / Fax: 781-481-0203 / email: info@f-t.com / www.f-t.com



The building presently utilizes emergency battery units and remote emergency light heads for emergency egress lighting. The number and location of emergency light heads is minimal. The condition of the emergency battery units varies based on age and location; some were observed to be in fair condition while others were in poor condition.

The building is provided with illuminated exit signage some with integral battery units and some without. The number and location of exit signage requires a more detailed review of the egress path and the location of all public spaces; in general the exit signage appears to be minimal. The condition of the exit signage varies based on age and location; some were observed to be in fair condition while others were in poor condition.

Fire Protection Recommendations: The building is used as a performing arts theater which falls under the code defined use group A-1. The building code requires automatic sprinklers for group A-1 buildings. A new automatic sprinkler system should be designed and installed to serve the building and meet code requirements. The new sprinkler system should be hydraulically designed in accordance with NFPA 13 in accordance with the Massachusetts Building Code. The storage room numbered 114 on drawing AX1.1 is a good location for a vertical fire service entrance. There is a clear vertical path for the proposed riser in the Northeast corner stair. No standpipe is required.

HVAC Recommendations: A new HVAC system should be designed and installed to serve the building. The new system should incorporate electrically driven mechanical cooling, gas-fired heating, and mechanical ventilation. Total installed cooling capacity will need to be approximately 30 tons. Total installed heating capacity will need to be approximately 300 MBH. The majority of the existing ductwork system will require replacement as a larger quantity of air will need to be circulated to accommodate space cooling. All concealed ductwork will require insulation as required by the Massachusetts energy code. Provisions for multiple control zones should be included for the ability to condition different areas to different levels for increased comfort and associated energy savings.

Electrical and Life Safety Recommendations: The building electrical loads should be reviewed in detail along with future plans for air-conditioning. If the building were to be provided with mechanical cooling (air-conditioning) I would recommend a 400A 208/120V 3Ph 4W electrical service. The service could be provided via overhead service drop or via new pad-mounted transformer depending upon local utility company requirements. A new 400A distribution panel would be provided to feed new panelboards and electrical equipment, or re-feed existing equipment. If existing 120/240V 1Ph 3W equipment is intended for re-use and re-connection to the new 208/120V 3Ph 4W service, each piece of equipment would need to be evaluated for compatibility with the new voltage. The option to continue with single-phase electrical service would require a larger amperage electrical service – approximately 600A – and therefore larger equipment.

The existing emergency battery units and remote emergency light heads should be replaced with new emergency battery units with integral light heads. The quantity and location of the emergency battery units should be coordinated with the path of egress and provide the code required amount of emergency egress illumination; illumination level of 1-footcandle average, but not less than 0.1-footcandle measured along the path of egress. Exterior locations (egress doors and paths) should be illuminated using remote emergency lighting heads powered from a local emergency battery unit.

The existing illuminated exit signage should be replaced with new self-contained LED type illuminated exit signage. The quantity and location of the exit signs should be coordinated with the path of egress and provide the adequate way finding and direction to the public.

MECHANICAL / ELECTRICAL ENGINEERS



Please do not hesitate to call if you require any further information, or if you have any questions.

A handwritten signature in cursive script, appearing to read "Joshua Smith".

Joshua Smith, PE
Mechanical Engineer

cc: James M. Conway, Master File

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Theatre III

West Acton, MA

12-Nov-10

Rev 3

**Preliminary Project Construction Cost Estimate - if all phases done at one time
Historic renovation and ADA upgrades to existing Theatre of 6,632 GSF****Subsequent Sheets itemize each phase separately****Phase 1 - Exterior Building Envelope Restoration & Rehabilitation****Phase 2 - Landscape & Septic System Upgrades****Phase 3 - ADA Improvements and Fire Protection Improvements****Phase 4 - Mechanical and Electrical Improvements**

Item	Cost/SF	Cost
1 Excavation and Site Work	\$2.50	\$16,580
2 Demolition and Disposal	\$4.00	\$26,528
3 Utilities - electrical service upgrade	\$2.00	\$13,264
4 Site Improvements: septic/paving/sidewalks/landscaping/lighting	\$6.50	\$43,108
5 Concrete foundations and slabs for elevator pit and related	\$3.20	\$21,222
6 Masonry - allowance for repointing existing foundation	\$3.00	\$19,896
7 Metals - steel for elevator work	\$1.50	\$9,948
8 Rough and Finish Carpentry - framing	\$15.00	\$99,480
9 Roofing - Misc Repair Allowance, truss rehabilitation	\$3.50	\$23,212
10 Exterior Trim and Siding restoration - Allowance	\$3.75	\$24,870
11 Window Restoration - work completed	\$0.00	\$0
12 Doors, Frames and Hardware - 16 new doors and frames	\$4.00	\$26,528
13 Carpet/Flooring - new flooring on lower level only - 3300 SF	\$1.50	\$9,948
14 Acoustical Ceilings - at lower level only	\$1.50	\$9,948
15 Ceramic Tile Floors/Walls at Restrooms	\$3.50	\$23,212
16 Gypsum Drywall - incl shaft wall for elevator shaft	\$7.00	\$46,424
17 Painting - Interior and Exterior	\$6.00	\$39,792
18 Historic Detailing and Replication - Allowance	\$3.75	\$24,870
19 Specialties/Restroom Accessories/Window Blinds	\$1.00	\$6,632
20 Furniture, Fixtures and Equipment - By Owner	\$0.00	\$0
21 Conveying - New Elevator - 3 stop - 2 door and New Stage Lift	\$14.50	\$96,164
22 Fire Protection System throughout - assumes no fire pump needed	\$6.50	\$43,108
23 Plumbing - new restrooms - 15 fixtures	\$6.00	\$39,792
24 HVAC - all new system with AC	\$20.00	\$132,640
25 Electrical - all new distribution	\$20.00	\$132,640
26 Fire Alarm system	\$2.75	\$18,238
27 Tel/Data/Communications	\$2.00	\$13,264
28 Subtrade Sub-total	\$144.95	\$961,308
29 Contractors General Conditions/OH/Profit at 20%	\$28.99	\$192,262
30 Construction Sub-total	\$173.94	\$1,153,570
31 Design Phase Contingency at 5%	\$8.70	\$57,679
32 Construction Phase Contingency at 10%	\$17.39	\$115,357
33 Architectural and Engineering Fees at 11%	\$19.13	\$126,893
34 Project Estimated Total	\$219.16	\$1,453,498

Note: no escalation amounts included in this single phase estimate
Gorman Richardson Lewis Architects, Inc.

Theatre III

West Acton, MA

Preliminary Project Construction Cost Estimate

12-Nov-10

Rev 3

Historic renovation and ADA upgrades to existing Theatre of 6,632 GSF**Phase 1 - Exterior Building Envelope Restoration & Rehabilitation**

	Item	Cost/SF	Cost
1	Excavation and Site Work	\$0.00	\$0
2	Demolition and Disposal including brick chimney, lead disposal	\$1.25	\$8,290
3	Utilities	\$0.00	\$0
4	Site Improvements: regrading & hardscape dripline	\$0.00	\$0
5	Concrete	\$0.00	\$0
6	Masonry - allowance for repointing existing foundation	\$3.00	\$19,896
7	Metals	\$0.00	\$0
8	Rough and Finish Carpentry: truss rehabilitation	\$2.30	\$15,254
9	Roofing - Misc Repair Allowance, truss rehabilitation	\$3.77	\$25,000
10	Exterior Trim and Siding restoration - Allowance	\$3.77	\$25,000
11	Windows: Non-historic window removal	\$0.00	\$0
12	Doors, Frames and Hardware - 8 new doors and frames	\$2.50	\$16,580
13	Carpet/Flooring	\$0.00	\$0
14	Acoustical Ceilings	\$0.00	\$0
15	Ceramic Tile Floors/Walls at Restrooms	\$0.00	\$0
16	Gypsum Drywall - related to new door work	\$1.00	\$6,632
17	Painting - Exterior	\$4.00	\$26,528
18	Historic Detailing and Replication - Allowance	\$4.00	\$25,000
19	Specialties/Restroom Accessories/Window Blinds	\$0.00	\$0
20	Furniture, Fixtures and Equipment - By Owner	\$0.00	\$0
21	Conveying - New Elevator	\$0.00	\$0
22	Fire Protection	\$0.00	\$0
23	Plumbing	\$0.00	\$0
24	HVAC	\$0.00	\$0
25	Electrical	\$0.00	\$0
26	Fire Alarm system	\$0.00	\$0
27	Tel/Data/Communications	\$0.00	\$0
28	Subtrade Sub-total	\$25.59	\$168,180
29	Contractors General Conditions/OH/Profit at 20%	\$5.12	\$33,942
30	Construction Sub-total	\$30.71	\$202,121
31	Design Phase Contingency at 5%	\$1.54	\$10,182
32	Construction Phase Contingency at 10%	\$3.07	\$20,365
33	Architectural and Engineering Fees at 11%	\$3.38	\$22,401
34	PHASE 1 Project Estimated Total	\$38.69	\$255,070

Gorman Richardson Lewis Architects, Inc.

Theatre III

West Acton, MA

12-Nov-10

Rev 3

Preliminary Project Construction Cost Estimate

Historic renovation and ADA upgrades to existing Theatre of 6,632 GSF

Phase 2 - Landscape & Septic System Upgrades

	Item	Cost/SF	Cost
1	Excavation and Site Work	\$1.00	\$6,632
2	Demolition and Disposal	\$1.00	\$6,632
3	Utilities	\$0.00	\$0
4	Site Improvements: septic/paving/sidewalks/landscaping/lighting	\$7.00	\$46,424
5	Concrete	\$1.00	\$6,632
6	Masonry	\$0.00	\$0
7	Metals	\$0.00	\$0
8	Rough and Finish Carpentry	\$0.00	\$0
9	Roofing	\$0.00	\$0
10	Exterior Trim and Siding restoration	\$0.00	\$0
11	Windows	\$0.00	\$0
12	Doors, Frames and Hardware	\$0.00	\$0
13	Carpet/Flooring	\$0.00	\$0
14	Acoustical Ceilings	\$0.00	\$0
15	Ceramic Tile Floors/Walls at Restrooms	\$0.00	\$0
16	Gypsum Drywall	\$0.00	\$0
17	Painting	\$0.00	\$0
18	Historic Detailing and Replication	\$0.00	\$0
19	Specialties/Restroom Accessories/Window Blinds	\$0.00	\$0
20	Furniture, Fixtures and Equipment - By Owner	\$0.00	\$0
21	Conveying	\$0.00	\$0
22	Fire Protection	\$0.00	\$0
23	Plumbing	\$0.00	\$0
24	HVAC	\$0.00	\$0
25	Electrical	\$0.00	\$0
26	Fire Alarm system	\$0.00	\$0
27	Tel/Data/Communications	\$0.00	\$0
28	Subtrade Sub-total	\$10.00	\$66,320
29	Contractors General Conditions/OH/Profit at 20%	\$2.00	\$13,264
30	Construction Sub-total	\$12.00	\$79,584
31	Design Phase Contingency at 5%	\$0.60	\$3,979
32	Construction Phase Contingency at 10%	\$1.20	\$7,958
33	Architectural and Engineering Fees at 11%	\$1.32	\$8,754
34	Escalation for 1 year @ 3% per year	\$0.36	\$2,388
35	PHASE 2 Project Estimated Total	\$15.48	\$102,663

Gorman Richardson Lewis Architects, Inc.

Theatre III

West Acton, MA

12-Nov-10

Rev 2

Preliminary Project Construction Cost Estimate**Historic renovation and ADA upgrades to existing Theatre of 6,632 GSF****Phase 3 - ADA Improvements and Fire Protection Improvements**

New elevator, restrooms, fire sprinkler and fire alarm and related work

Item	Cost/SF	Cost
1 Excavation and Site Work - related to elevator install	\$2.00	\$13,264
2 Demolition and Disposal including lead disposal	\$2.25	\$14,922
3 Utilities - electrical service upgrade	\$2.00	\$13,264
4 Site Improvements	\$0.00	\$0
5 Concrete foundations and slabs for elevator pit and related	\$3.20	\$21,222
6 Masonry - misc.	\$0.50	\$3,316
7 Metals - steel for elevator work	\$1.50	\$9,948
8 Rough and Finish Carpentry - general, framing for stair roof	\$18.00	\$119,376
9 Roofing	\$0.00	\$0
10 Exterior Trim and Siding restoration	\$0.00	\$0
11 Window Restoration - work completed	\$0.00	\$0
12 Doors, Frames and Hardware - 8 interior doors and frames	\$2.00	\$13,264
13 Carpet/Flooring - new flooring on lower level only - 3300 SF	\$1.50	\$9,948
14 Acoustical Ceilings - at lower level only	\$1.50	\$9,948
15 Ceramic Tile Floors/Walls at Restrooms	\$3.50	\$23,212
16 Gypsum Drywall - incl shaft wall for elevator shaft	\$6.00	\$39,792
17 Painting - interior	\$2.50	\$16,580
18 Historic Detailing and Replication	\$0.00	\$0
19 Specialties/Restroom Accessories/Window Blinds	\$1.00	\$6,632
20 Furniture, Fixtures and Equipment - By Owner	\$0.00	\$0
21 Conveying - New Elevator - 3 stop - 2 door and New Stage Lift	\$15.00	\$99,480
22 Fire Protection System throughout - assumes no fire pump needed	\$7.00	\$46,424
23 Plumbing - new restrooms - 15 fixtures	\$6.50	\$43,108
24 HVAC - rework existing system to accommodate renovations	\$4.00	\$26,528
25 Electrical - related work to elevator and ADA work only	\$8.00	\$53,056
26 Fire Alarm system	\$3.00	\$19,896
27 Tel/Data/Communications	\$2.00	\$13,264
28 Subtrade Sub-total	\$92.95	\$616,444
29 Contractors General Conditions/OH/Profit at 20%	\$18.59	\$123,289
30 Construction Sub-total	\$111.54	\$739,733
31 Design Phase Contingency at 5%	\$5.58	\$36,987
32 Construction Phase Contingency at 10%	\$11.15	\$73,973
33 Architectural and Engineering Fees at 11%	\$12.27	\$81,371
34 Escalation for 2 years @ 3% per year = 6%	\$6.69	\$44,384
35 PHASE 3 Project Estimated Total	\$147.23	\$976,448

Gorman Richardson Lewis Architects, Inc.

Theatre III

West Acton, MA

12-Nov-10

Rev 2

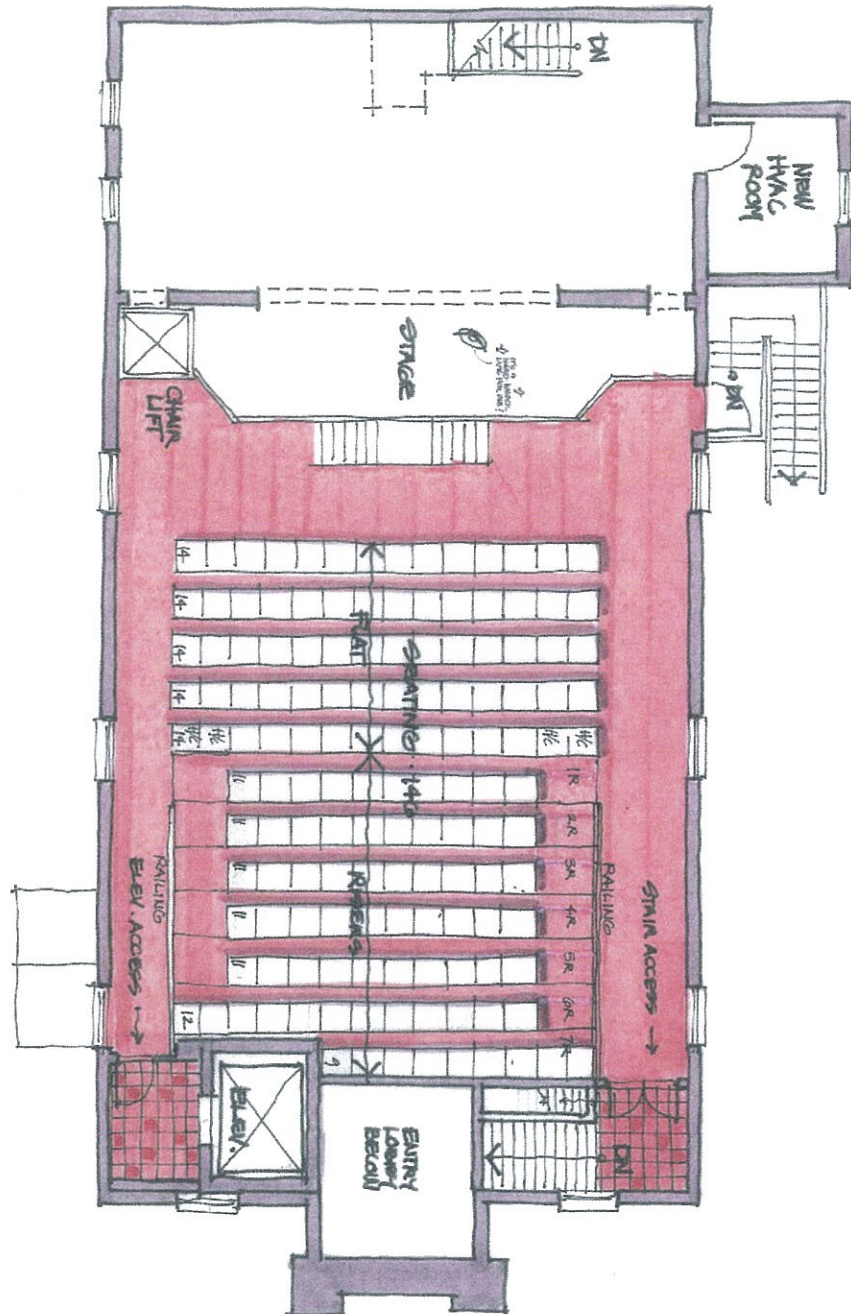
Preliminary Project Construction Cost Estimate

Historic renovation and ADA upgrades to existing Theatre of 6,632 GSF

Phase 4 - Mechanical and Electrical Improvements

Item	Cost/SF	Cost
1 Excavation and Site Work	\$0.00	\$0
2 Demolition and Disposal	\$1.00	\$6,632
3 Utilities - electrical service upgrade - phase 2	\$0.00	\$0
4 Site Improvements	\$0.00	\$0
5 Concrete	\$0.00	\$0
6 Masonry	\$0.00	\$0
7 Metals	\$0.00	\$0
8 Rough and Finish Carpentry	\$1.00	\$6,632
9 Roofing	\$0.00	\$0
10 Exterior Trim and Siding restoration	\$0.00	\$0
11 Windows	\$0.00	\$0
12 Doors, Frames and Hardware	\$0.00	\$0
13 Carpet/Flooring	\$0.00	\$0
14 Acoustical Ceilings	\$0.00	\$0
15 Ceramic Tile Floors/Walls at Restrooms	\$0.00	\$0
16 Gypsum Drywall	\$1.00	\$6,632
17 Painting	\$0.00	\$0
18 Historic Detailing and Replication	\$0.00	\$0
19 Specialties/Restroom Accessories/Window Blinds	\$0.00	\$0
20 Furniture, Fixtures and Equipment - By Owner	\$0.00	\$0
21 Conveying	\$0.00	\$0
22 Fire Protection	\$0.00	\$0
23 Plumbing	\$0.00	\$0
24 HVAC - all new system with AC	\$22.00	\$145,904
25 Electrical - remaining scope of electrical upgrades	\$13.00	\$86,216
26 Fire Alarm system	\$0.00	\$0
27 Tel/Data/Communications	\$0.00	\$0
28 Subtrade Sub-total	\$38.00	\$252,016
29 Contractors General Conditions/OH/Profit at 20%	\$7.60	\$50,403
30 Construction Sub-total	\$45.60	\$302,419
31 Design Phase Contingency at 5%	\$2.28	\$15,121
32 Construction Phase Contingency at 10%	\$4.56	\$30,242
33 Architectural and Engineering Fees at 11%	\$5.02	\$33,266
34 Escalation for 4 years @ 3% per year = 12%	\$5.47	\$36,290
35 PHASE 4 Project Estimated Total	\$62.93	\$417,338

Gorman Richardson Lewis Architects, Inc.



SECOND FLOOR
CONCEPTUAL DESIGN
ACTON THEATER III

250 CENTRAL ST. • WEST ACTON, MA
SEPT. 2010 • GORMAN RICHARDSON LEWIS ARCHITECTS



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PRESERVATION RESTRICTION AGREEMENT
between
THE TOWN OF ACTON
and
ACTON COMMUNITY CENTER, INC.

THIS PRESERVATION RESTRICTION AGREEMENT (this "Restriction") is made as of this 7th day of April, 2008, by and between ACTON COMMUNITY CENTER, INC., d/b/a Theater III, a Massachusetts not for profit corporation with an address at 250 Central Street, West Acton, Massachusetts 01720 ("Grantor") and THE TOWN OF ACTON, a municipality of the Commonwealth of Massachusetts acting by and through its Board of Selectmen (the "Town").

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property and the improvements thereon located at 250 Central Street in the Town of Acton, Middlesex County, Massachusetts (hereinafter the "Premises") described on Exhibit A attached hereto and incorporated herein, being the same premises conveyed to Grantor in a deed dated October 28, 1955, from West Acton Women's Club, Inc., to Grantor recorded in the Middlesex South District Registry of Deeds (the "Registry"), Book 8599, Page 245 (the "Deed").

WHEREAS, the Premises is located in the West Acton Local Historic District and includes a building originally constructed in 1868 that was formerly used as the Universalist Church and which is currently owned, used and occupied by Grantor as a community theater building commonly known as "Theater III" (the "Building").

WHEREAS, the Premises and the Building are listed in the State Register of Historic Places as part of the West Acton Local Historic District, are eligible for listing on the National Register of Historic Places, and are an architecturally, historically and culturally significant

property meriting the protections of a perpetual preservation restriction under M.G.L. Chapter 184, Sections 31, 32 and 33.

WHEREAS, the Building's preservation values are documented in a series of reports, drawings and photographs (hereinafter, the "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building as of the date of this Preservation Restriction.

WHEREAS, the Baseline Documentation consists of the following:

- A) The legal description of the Premises attached hereto as Exhibit A;
- B) The Deed;
- C) Acton GIS/Assessor's map showing the Premises;
- D) Photographs of the Premises and the Building showing the condition of both the Premises and the Building as of the date hereof (a schedule of which is attached hereto as Exhibit D); and
- E) Grantor's Project Application Form-2008 dated November 5, 2007 on file with the Town of Acton Planning Board and consisting of twenty-eight (28) pages and which includes Items (C) and (D) above.

All of the foregoing Baseline Documentation is on file with Planning Department of the Town. A copy of certain baseline photographs showing the elevation of the Building are attached hereto as Exhibit E and the inventory form on file with the Massachusetts Historical Commission with respect to the Premises is attached hereto as Exhibit F.

WHEREAS, the Town is interested in the preservation and conservation of sites, buildings, and objects of local, state and national significance in the Town and is authorized to accept and hold preservation restrictions as defined under Massachusetts General Laws, Chapter 184, Section 31.

WHEREAS, the Town has appropriated a grant to Grantor under the Community Preservation Act, G.L. c. 44B, §§ 1-17, for the restoration of historic elements within the Building.

WHEREAS, as a condition to such grant, Grantor is required to grant to the Town this Restriction.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Town this Restriction, which shall apply in perpetuity to the Premises subject to the terms hereof.

1. Purpose. It is the purpose of this Restriction to protect the public investment in the restoration of the historically significant Building by ensuring that the exterior architectural, historic, and cultural features of the Building will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change to the exterior of the Building that will materially impair or interfere with the Building's preservation values.

2. Grantor's Covenant to Maintain. Grantor agrees at all times to maintain the exterior of the Building in at least the same structural condition and state of repair as that existing on the date of this Restriction in accordance with applicable local, state and federal laws, rules, bylaws and regulations, including without limitation applicable policies, procedures and guidelines of the Acton Historic District Commission, as they may be amended from time to time (the "HDC Guidelines"), and in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as they may be amended from time to time (the "Secretary's Standards"). If the Secretary's Standards or the HDC Guidelines are revoked, then the most recent version of the Secretary's Standards or the HDC Guidelines, as the case may be, shall apply to this Restriction as if such version had not been revoked unless the revoked HDC Guidelines or Secretary's Standards are replaced by successor guidelines or standards, in which event such successor guidelines or standards shall apply. The Town does not assume any obligation for maintaining, repairing or administering the Premises.

3. Prohibited Activities. Except as provided in Section 9, demolition, removal or razing of the Building or any portion thereof is expressly forbidden. In addition, the following activities are also expressly forbidden:
 - (a) The dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises, except as reasonably required on a temporary basis for proper maintenance and repair of the building and grounds;
 - (b) No camping accommodations, mobile homes or cell towers shall be erected or placed on the Premises. Any other building structures shall be constructed in accordance with all applicable laws, including, without limitation, zoning by-laws and the approval of the Town of Acton Historic District Commission;
 - (c) No above ground utility transmission lines, except those reasonably necessary for the existing building, may be created on the Premises, subject to utility easements already recorded; and
 - (d) No barrier shall be constructed, erected or allowed to grow on the Premises which would impair the visibility from the street of the Premises or the Building without the prior written approval of Town, to be granted or withheld in its sole and absolute discretion.

4. Conditional Rights Requiring Approval of the Town.
 - (a) Except as otherwise provided in this Section 4, changes to the exterior (including fenestration and trim) of the Building, including without limitation, any change to the

footprint, size, massing, appearance, materials, ridgeline, windows, doors, exterior cladding, foundation, roof, chimneys, or other decorative or structural exterior features of the Building or any elements attached thereto, and any permanent substantial topographic changes to the Premises are expressly forbidden on, over or under the Premises without the prior express written approval of the Town, which may be withheld or conditioned in the Town's sole and absolute discretion. Notwithstanding the immediately foregoing sentence, alterations listed as "Minor" in the Restriction Guidelines attached hereto as Exhibit B are considered part of ordinary maintenance and repair and may be made to the Building and the Premises without the Town's approval. In addition, the erection of any external signs or external advertisements on the Building or the Premises shall be subject to all zoning by-laws now or hereafter existing and approval of the Town of Acton Historic District Commission.

(b) Should Grantor wish to exercise the conditional rights set out or referred to in Section 4(a) above, Grantor shall submit to the Town, for the Town's approval, five (5) copies of a written request that includes a description of the proposed activity (including without limitation plans, specifications and designs where appropriate) with reasonable specificity and a timetable for the proposed activity sufficient to permit the Town to monitor such activity. Within sixty (60) days of the Town's receipt of any such request for approval hereunder, the Town shall certify in writing that (i) it approves the plan or request, or (ii) it disapproves the plan or request as submitted, in which case the Town shall provide Grantor with written suggestion(s) for modification or a written explanation for the Town's disapproval.

5. Conditional Rights Requiring Approval of the Massachusetts Historic Commission. The conduct of archeological activities, including without limitation survey, excavation and artifact retrieval, may occur only following the submission of an archeological field investigation plan prepared by Grantor and approved in writing by the Town and the State Archeologist of the Massachusetts Historical Commission (M.G.L. c. 9, §27C and 950 C.M.R. 70.00).

6. Standards for Review. The Town shall apply the Secretary's Standards and the HDC Guidelines whenever exercising any authority, right or privilege created by this Restriction. If the Secretary's Standards or the HDC Guidelines are revoked, then the most recent version of the Secretary's Standards or the HDC Guidelines, as the case may be, shall apply to this Restriction as if such version had not been revoked unless the revoked HDC Guidelines or Secretary's Standards are replaced by successor guidelines or standards, in which event such successor guidelines or standards shall apply.

7. Grantor's Rights Not Requiring Further Approval of Town. Subject at all times to the terms and provisions of Sections 3 and 4 of this Restriction, this Restriction does not prohibit, and does not require the Town's approval of, the following rights, uses, and activities of or by Grantor on, over, or under the Premises:

- (a) the right to engage in all those activities and uses that are permitted by all applicable laws, codes and regulations and are not otherwise inconsistent with the terms and provisions of this Restriction;

- (b) the right to maintain and repair the Building strictly in accordance with the Secretary's Standards and the HDC Guidelines; and
- (c) the right to make changes of any kind to the interior of the Building that do not affect the structural integrity of the Building and do not affect the characteristics that contribute to the architectural, archeological, or historical integrity of the exterior of the Building.

8. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be damaged or destroyed by fire or other casualty, Grantor shall promptly notify the Town in writing (but in no event later than seven (7) days after such casualty), such notification including what, if any, emergency work has been completed. No repairs or reconstruction of any type other than temporary emergency work to prevent further damage to the Building or to protect public safety shall be undertaken by Grantor without the Town's prior written approval. Within thirty (30) days of the date of damage or destruction, Grantor at Grantor's expense shall submit to the Town a written report prepared by a qualified restoration architect and an engineer acceptable to the Town, which report shall include the following:

- (a) an assessment of the nature and extent of the damage to the exterior and interior of the Building;
- (b) a determination of the feasibility of the repair and restoration of the exterior of the Building (or the damaged or destroyed exterior portions thereof); and
- (c) a detailed description of the repair and restoration work necessary to return the exterior of the Building to the condition existing at the date of this Restriction.

9. Review After Casualty Damage or Destruction. If, after reviewing the report required in Section 8, the Town determines that it is economically feasible for Grantor to repair or restore the Building to the condition that it is in on the date of this Restriction, Grantor shall do so in accordance with the terms of this Restriction. Grantor shall submit to the Town, within thirty (30) days of Grantor's receipt of the Town's determination that the Building should be repaired or restored, for the Town's prior written approval, plans and specifications for the repair or restoration of the Building along with a construction schedule for the Work. The Town shall have sixty (60) days to review such plans, specifications and schedule, and the parties shall proceed under Section 4(b) of this Restriction. If the Town determines, in its sole and absolute discretion, by written notice to Grantor, that it is not economically feasible to repair or reconstruct the Building or that the purpose of this Restriction would not be served by such repair or restoration, Grantor may alter, demolish, remove or raze the Building or construct new improvements on the Premises all in accordance with all applicable laws and regulations. In such event, Grantor and the Town may agree to extinguish this Restriction in accordance with applicable laws, and upon such extinguishment, the Grantor shall repay the full amount of the grant made by the Town to Grantor under the Community Preservation Act, together with interest at the rate of seven percent (7%) per annum accruing from the date of this Restriction, subject to a credit for the depreciated value of the improvements that were the subject of such grant assuming a useful life of forty (40) years from the date of this Restriction. Grantor will use its best efforts to maximize the insurance proceeds available for repair or rebuilding of the

Building. Notwithstanding anything in this Section 9 to the contrary, the Town shall not consider whether or not Grantor or its mortgage lender is holding sufficient insurance proceeds to repair or restore the Building as a factor in determining whether it is economically feasible to do so.

10. Insurance. Grantor shall keep the Building insured by an insurance company rated "A" or better by A.M. Best for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to fully replace the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Town upon the execution and recording hereof, certificates of such insurance coverage naming the Town as loss payee and additional insured and requiring not less than thirty (30) days prior written notice to the Town before expiration or termination of any such policy. Grantor shall provide to the Town replacement certificates of insurance satisfying the terms and conditions of this Section 10 at least fifteen (15) days prior to the expiration or termination of any such policy or as otherwise required by the Town. Notwithstanding the foregoing, whenever the Premises is encumbered with a mortgage nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee to such insurance proceeds, less any amounts owed to the Town pursuant to Section 9 above in the case of a casualty in which the Building is not repair or restored, which shall be senior to any such mortgage.

11. Condemnation. If all or any part of the Premises is taken under the power of eminent domain by a public authority or is otherwise acquired by such authority through a purchase in lieu of a taking, Grantor may commence appropriate proceedings at the time of such taking to recover the full value of Grantor's interest in the Premises, subject to such taking and all incidental and direct damages resulting therefrom. The Town may, but shall not be required to, join in any proceedings relating to a taking of all or any part of the Premises, and the Town shall be entitled to receive as part of any takings award or damages the full amount of the grant made by the Town to Grantor under the Community Preservation Act together with interest at the rate of seven percent (7%) per annum accruing from the date of this Restriction, subject to a credit for the depreciated value of the improvements that were the subject of such grant assuming a useful life of forty (40) years from the date of this Restriction.

12. Written Notice. Any notice which either Grantor or the Town may desire to give or be required to give to the other party shall be in writing and shall be delivered by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery as follows:

To Grantor:

Acton Community Center, Inc.
250 Central Street
West Acton, MA 01720

To Town:

Town Manager
Town of Acton
472 Main Street
Acton, MA 01720

with a copy to:

Donald Oliver
19 Captain Browns Lane
Acton, MA 01720

with a copy to:

Stephen D. Anderson, Esq.
Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141

Each party may change its address set forth herein by written notice to the other party given pursuant to this section.

13. Inspection. The Town shall be permitted at reasonable times and upon reasonable notice to Grantor to enter on and inspect the Premises and the Building to determine whether Grantor is in compliance with the terms of this Restriction.

14. Town's Remedies. The Town may, following prior written notice to Grantor, institute suits to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary or permanent injunction, including without limitation prohibitory and/or mandatory injunctive relief, and to require the restoration of the exterior of the Building to the condition and appearance required under this Restriction. The Town shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event any civil action is commenced and Grantor is found to have violated any of Grantor's obligations or is otherwise liable under this Restriction, Grantor shall reimburse the Town for any costs or expenses incurred in connection with the Town's enforcement of the term of this Restriction, including without limitation all reasonable court costs, and attorney, architectural, engineering and expert witness fees.

15. Runs with the Land.

(a) This Restriction and all of the covenants, agreements and restrictions contained herein shall be deemed to be a preservation restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§ 26, 31, 32 and 33. Grantor shall fully cooperate with the Town in its efforts to obtain any government approvals necessary for the perpetual enforcement of this Restriction, including but not limited to the approval of the Commissioner of the Massachusetts Historic Commission ("MHC") as provided under G.L. c. 184, § 32. In the event that this Restriction in its current form is not acceptable to MHC for purposes of said approval, Grantor shall cooperate with the Town in making any and all modifications that are necessary to obtain said approval. This Restriction shall also be deemed an "other restriction held by any governmental body" as that term is used under G.L. c. 184, § 26 notwithstanding MHC approval or disapproval of this Restriction. The term of this Restriction shall be perpetual, subject to the provisions of Section 9. To the extent required by applicable law, the Town is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restriction.

(b) Grantor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Restriction and the covenants, agreements and restrictions contained herein

shall be and are covenants running with the land, encumbering the Premises for the term of this Restriction, and are binding upon Grantor's successors in title, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, its successors and assigns and inure to the benefit of the Town and its successors and assigns for the term of the Restriction.

16. Title; Authority. Grantor hereby represents, covenants and warrants as follows:

(a) Grantor (i) is a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts and is qualified to transact business under the laws of this Commonwealth, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Restriction.

(b) The execution and performance of this Restriction by Grantor (i) will not violate any provision of law, rule or regulation or any order of any court or other agency or governmental body, and (ii) will not violate any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Grantor is a party or by which it or the Premises is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) Grantor will, at the time of execution and delivery of this Restriction, have good and marketable title to the Premises free and clear of any lien or encumbrance except those matters set forth on Exhibit C attached hereto. Grantor represents and warrants that it has obtained the consent of all existing mortgagees of the Premises to the execution and recording of this Restriction and to the terms and conditions hereof and the subordination of all existing mortgages to this Restriction.

17. Assignment. The Town may, at its discretion without prior notice to Grantor, convey, assign or transfer this Restriction to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization" under Section 170 (h) of the Internal Revenue Code, as amended, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the purpose for which the Restriction was granted will continue to be carried out

18. Recording. Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this Restriction in the Registry, and shall transmit evidence of such recording or filing, including the date and instrument number and book and page or registration number of this Restriction, to the Town.

19. Amendment. This Restriction may only be amended by mutual agreement of the parties, in a written instrument recorded in the Registry.

20. Entire Agreement. This Restriction reflects the entire agreement between the parties. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this Restriction.

21. Governing Law. This Restriction shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

22. Invalidity of Particular Provisions. If any term or provision of this Restriction, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Restriction, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Restriction shall be valid and be enforceable to the fullest extent permitted by law.

23. Counterparts. This Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

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EXECUTED under seal as of the date first written above.

GRANTOR:

ACTON COMMUNITY CENTER, INC

By:

Name: Tom Wachtell

Title: President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF

Middlesex

On this 7 day of April, 2008, before me, the undersigned notary public, personally appeared Tom Wachtell, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose, as President for Acton Community Center, Inc., a corporation.

Maura Ann Haberman

Notary Public:

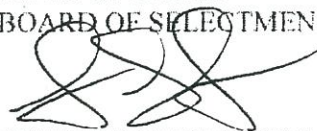
My Commission Expires:



MAURA ANN HABERMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 12, 2012

TOWN:

TOWN OF ACTON
BOARD OF SELECTMEN

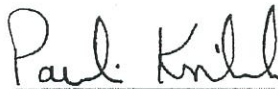


Terra Friedrichs



Lauren S. Rosenzweig

Andrew D. Magee

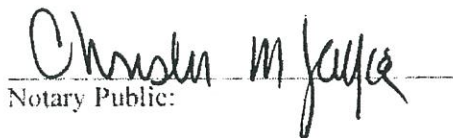


Paulina Knibbe

Peter Berry

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 11 day of August, 2008, before me, the undersigned notary public, personally appeared Terra Freidrichs, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Notary Public:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 11 day of AUG, 2008, before me, the undersigned notary public, personally appeared Lauren S. Rosenzweig, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Chris M. Joyce
Notary Public:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 11 day of AUG, 2008, before me, the undersigned notary public, personally appeared Andrew D. Magee, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Chris M. Joyce ☒ Not At Meeting
Notary Public:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

On this 11 day of AUG, 2008, before me, the undersigned notary public, personally appeared Paula Knibbe, Member of the Selectmen for the Town of Acton, proved to me through satisfactory evidence of identification, which was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Chris M. Joyce
Notary Public:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to M.G.L. Chapter. 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: Brona Simon
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 10th day of June, 2009, before me, the undersigned Notary Public, personally appeared Brona Simon, who proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Executive Director and Clerk of the Massachusetts Historical Commission.

Nancy Maida
(Official Signature and Seal of Notary)

My commission expires: January 19, 2012

EXHIBIT A

Legal Description of Premises

Beginning at the southeasterly corner of the granted premises at the junction of the westerly line of Central Street and the northerly line of Church Street and running NORTH $69^{\circ} 15'$ WEST by said line of Church Street, one hundred sixty-one and $\frac{5}{10}$ (161.5) feet; thence turning and running NORTH $20^{\circ} 21'$ EAST, eighty-three and $\frac{75}{100}$ (83.75) feet; thence turning and running SOUTH $68^{\circ} 11'$ EAST, one hundred sixty and $\frac{5}{10}$ (160.5) feet to the westerly line of Central Street; thence turning and running SOUTH $19^{\circ} 39'$ WEST by said line, eighty-one and $\frac{25}{100}$ (81.25) feet to the point of beginning.

Being a portion of the premises conveyed to the West Acton Women's Club by deed of George V. Mead, Arthur F. Blanchard and George S. Wright, dated October 27, 1925 and recorded with Middlesex South District Deeds, Book 4908, Page 242.

EXHIBIT B

Restriction Guidelines

The purpose of the Restriction Guidelines is to clarify Section 4 of the terms of the Restriction, which addresses with exterior alterations to 250 Central Street, Acton, Massachusetts. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the consent of the Town.

In an effort to explain what constitutes a minor alteration, the following list has been developed. This is not a comprehensive list, and it is provided for illustrative purposes only. It is only a sampling of some of the more common alterations which may be contemplated by building owners. In the event of a conflict between these Guidelines and the Restriction, the Restriction shall control.

PAINT

Minor - Hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, etc.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

EXHIBIT C

Permitted Encumbrances

Grantor represents and warrants that there are no liens or encumbrances caused or incurred by the Grantor encumbering or otherwise affecting the Premises as of the date of this Restriction.

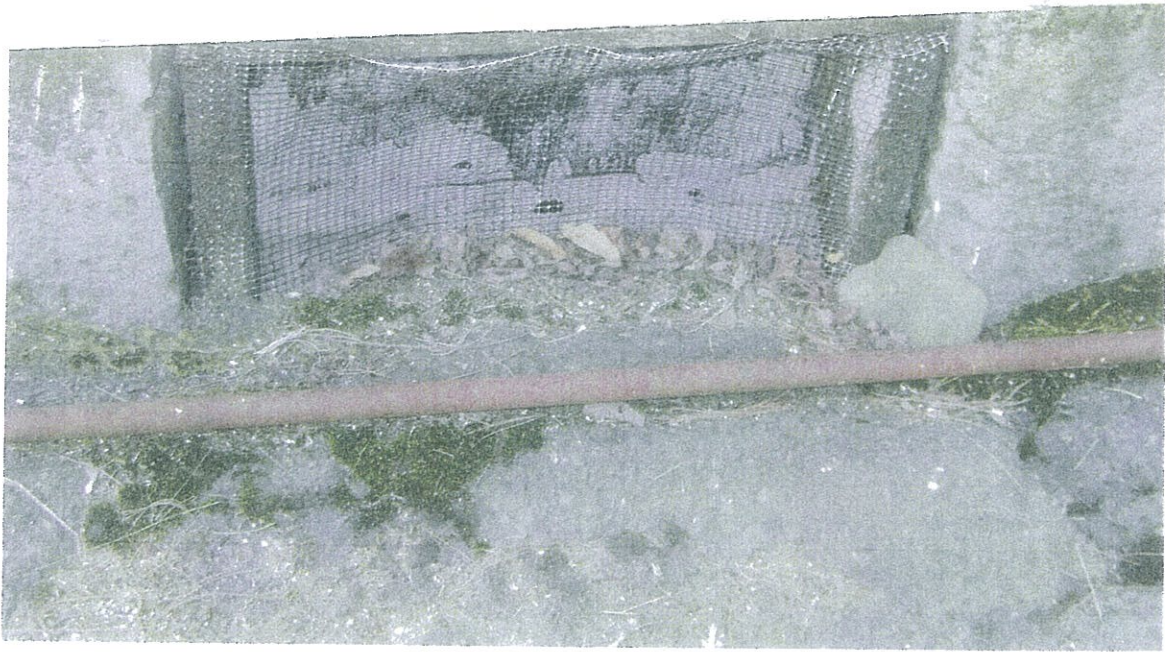
Preservation Restriction Agreement

Exhibit D, Schedule of Photographs has been omitted from this copy to save resources and space. A full copy of the agreement, with photographs, is available on the CD which accompanies this application.

Group 1: Foundation



1-1 North Façade. Notice the asphalt which has been laid to prevent water damage from water draining off the roof. Asphalt needs to be removed and proper drainage installed.



1-2 North façade opening.



1-3 South façade foundation showing rubble below grade. Rubble has been randomly filled in over the years. Water drainage from roof erodes dirt beneath rubble over time and subsequently drains into crawl space under building. Plans call for adding draining, filling gaps along foundation and building a retaining wall to direct water away from building.



1-4 South façade foundation "window." Note the holes between rocks and broken screen, allowing for animal intrusion as well as water.

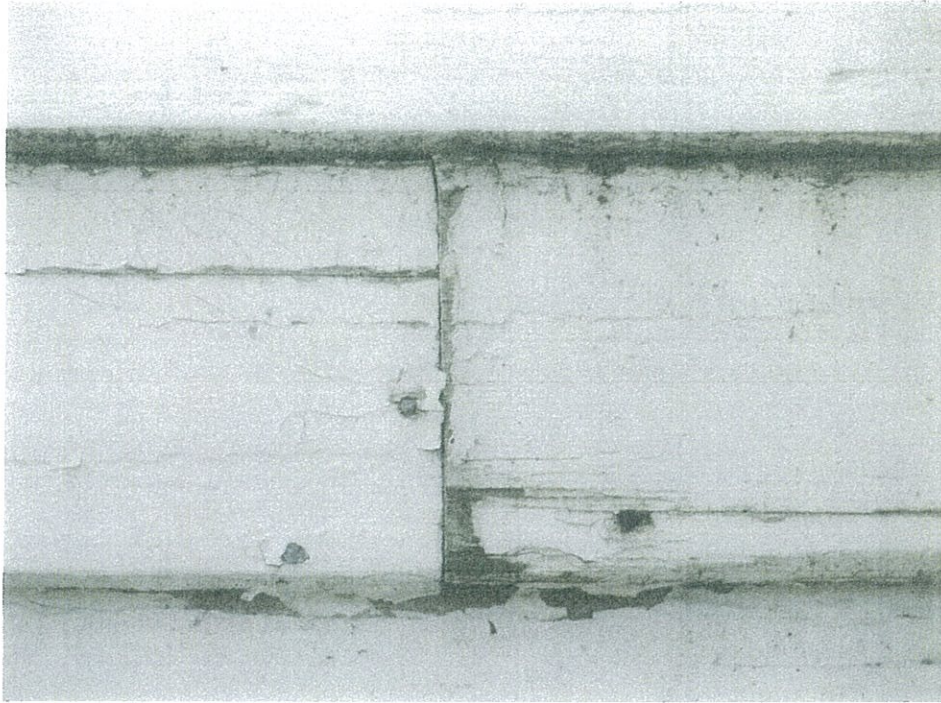
Group 2: Clapboards



2-1 Damaged clapboard, north façade between window and fire escape door.



2-2 Rear façade. Note rotted sill board and crack in foundation.



2-3 Sample of rotted clapboard. There are many areas of clapboard like this on all facades.

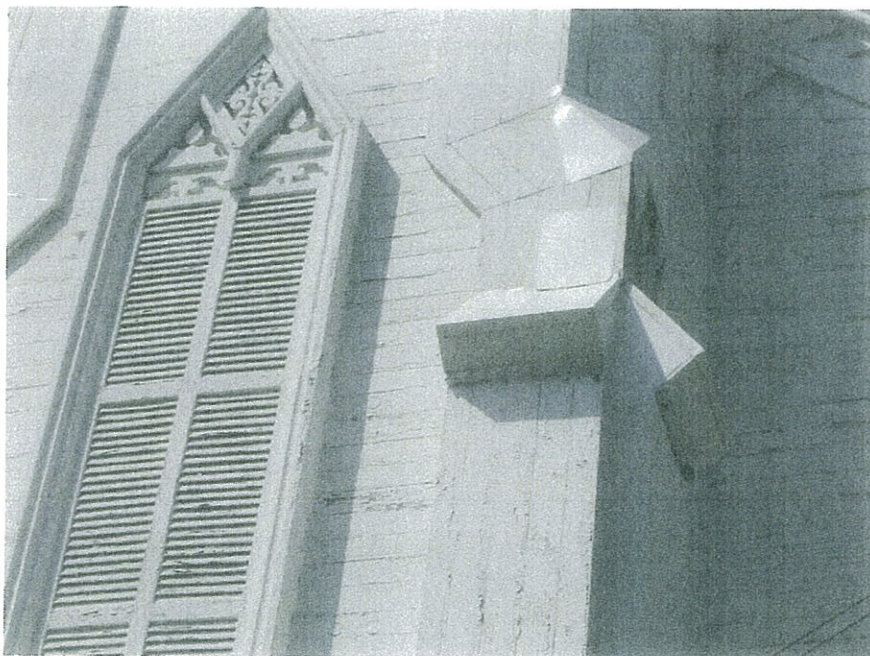


2-4 Sample of rotting sill board.

Group 3: Temporary repairs made in 2009



3-1 Damage to front façade before repairs.



3-2 Temporary white flashing applied to façade to prevent further damage. These temporary repairs have saved significant water damage. The temporary repairs will be replaced with milled wood appropriate to historical detail.

Group 4: Decorative Details



4-1 Front façade decorative column, denoting extensive damage.



4-2 Front façade decorative column, denoting damage.



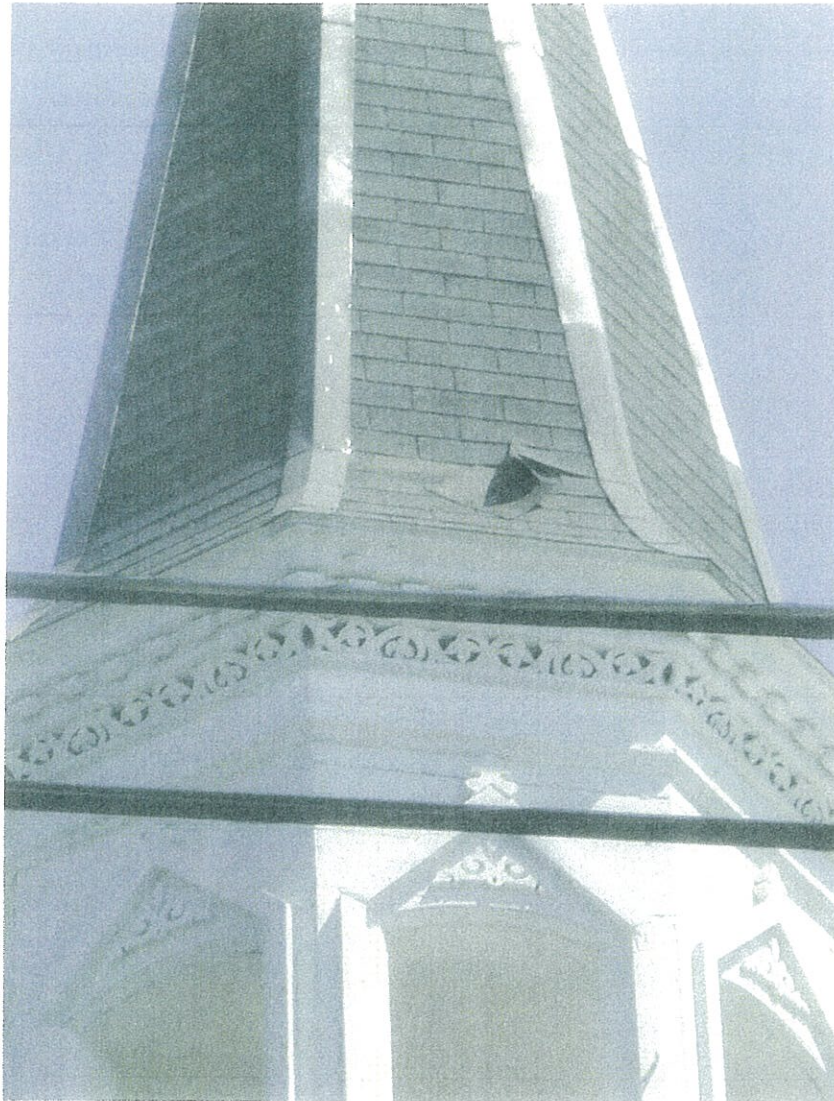
4-3 Missing trim, north façade.

Group 5: Doors

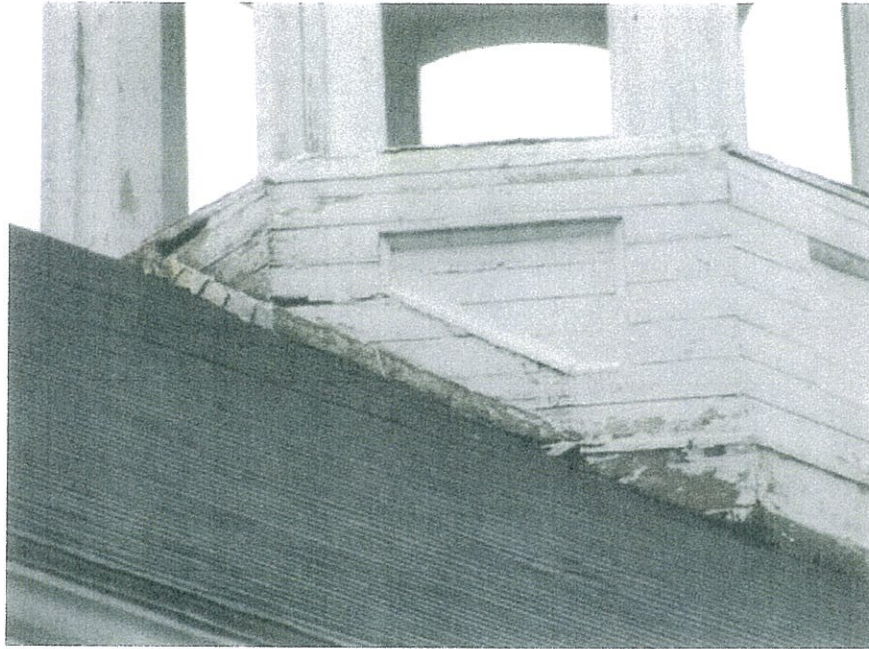


5-1 Front steel doors. All 6 exterior doors are similar and all will be replaced.

Group 6: Steeple



6-1 Steeple, showing damaged shingles and flashing.



6-2 Steeple from south façade. Note damaged side walls and flashing.



6-3 Steeple from front. Note damage at base, broken roof tiles and missing flashing.

Group 7: Chimney



7-1 Chimney showing missing bricks and damaged flashing.



7-2 Chimney with broken bricks and damaged flashing.

Group 8: Non-historical windows



8-1 South façade



8-2 North facade